

# The Solicitors' Journal.

LONDON, SEPTEMBER 9, 1882.

## CURRENT TOPICS.

THE LIST for hearing before the Vacation Judge on Wednesday included fifty-five cases independently of the *ex parte* applications. There were three petitions and thirty-one motions on notice for the present week. The Vacation Judge disposed of the paper.

THE DEATH of Mr. MOUNTAGUE BERNARD has deprived the University of Oxford of an active and distinguished member. Although, except in the matter of the Alabama question, he hardly played any conspicuous part in the eye of the general public, he was a man whose capacity was recognized in the highest quarters. The radical alterations which have recently been effected in the constitution of the colleges of Oxford are understood to have been mainly the work of the present Lord Chancellor and Mr. BERNARD, sitting on the University Commission; and the thorough manner in which this work was carried out may be ascribed not less to the pertinacity and industry of the latter than to the authority of the former. As a draughtsman Mr. BERNARD possessed great skill and patience; he was an accomplished lawyer; but his eminent and, in some respects, unique position in the University was, perhaps, chiefly attributable to his remarkable practical good sense, combined with unusual firmness, industry, and public spirit.

THE ALTERATION in the fees chargeable by the Trade-Marks Registry, which has been brought about by the recent rules of the Lord Chancellor, seems likely to put an end to some objections which have often been made as to the scale of charges. The principle which had been accepted was that where one trade-mark was registered a fee of £2 should be paid, and that where a second trade-mark was registered on the same application a fee of £1 should be paid, and then these sums were sub-divided by directing that half should, in each case, be paid on application, and the other half on the actual registration. But since all that was gained by the expenditure of the first half of the fee was the chance of obtaining registration, and it was found in very many cases that registration was refused, complaints were frequently made as to the amounts which were thus thrown away. According to the new scale five shillings will, in every case, be payable on application for each mark, first or subsequent, and the remainder of the fee on registration. As the sequel of this regulation, notice is given by the registry that, for the future, the practice of allowing the substitution of a second mark on one application fee will be discontinued.

THE OTHER ALTERATIONS which are made by the new rules are not of much consequence, dealing, as they do, not so much with principle as with the details of the procedure in the office, but it may be noted that, for the future, applications made on behalf of a firm or partnership must be made by a single member of the firm or partnership, or a person duly authorized; that in the case of new marks—i.e., marks first adopted since the passing of the Act of 1875—no declaration of the right to use the mark is required; that parts of entries on the register, as well as entire entries, may be cancelled by the registered proprietor; that the whole scheme of application by persons claiming to have succeeded to the right to a trade-mark by assignment or transmission is recast, and forms provided in accordance with which persons

claiming in the one way or the other are required to frame their applications; and that the whole table of fees is entirely rearranged, which is, indeed, none too soon, considering the number of the alterations and additions that have been made during the six years of its existence.

THE LORD MAYOR OF DUBLIN, who may be congratulated on his indomitable reliance on his own powers, has been assuring his colleagues in the municipality that the punishment of contempt of court shall forthwith be abolished by Parliament, and that Mr. Gray's imprisonment shall furnish the occasion of it. Leaving political questions entirely out of the question, it seems difficult to understand how the legal business of the country could possibly be carried on without some such power being held in reserve. For the question to be left to a jury whether a person considered by a judge to have committed a contempt of court had in fact done so would be an impossibility, and for the discretion of the judges to be fettered by statute would involve just the same kind of difficulties as those the anticipation of which led chancery judges to refuse to define trusts. For a gross and corrupt act of tyranny there is a parliamentary remedy now existing, with less harsh decisions prisoners must be content, and Mr. Gray can hardly expect Parliament to take the same view of his case as has been taken by the Irish office-seekers.

IN THE CURRENT NUMBER of the *Law Reports* will be found the full report of the highly-interesting and important case of *London and South-Western Railway v. Gomm*, on appeal from Mr. Justice KAY. It appears, from the report, that the Court of Appeal was asked to allow the costs of the shorthand notes of the judgment below. The reply of the Master of the Rolls contains an impressive warning:—"We have not used them," he said, "but have read Mr. Justice KAY's judgment in the *Law Journal*. If that report had appeared a sufficient length of time before your brief was delivered, we should not have allowed the costs of a shorthand note; but as it was published so late as the 3rd of March, we think that costs ought to be allowed." It seems rather hard that practitioners should be compelled to keep themselves *au courant* with all the reports, upon pain of losing part of their costs if documents usually supplied in MS. should happen to appear in print. Besides, although we have the highest respect for the reports of our learned contemporary, the *Law Journal*, we think that the simple fact that law reporters are in the habit of materially condensing their matter ought to be enough to justify parties in providing an exact copy of any judgment for use upon appeal.

THE CURRENT NUMBER of the *Law Reports* contains the report on appeal of the case of *Weston v. Managers of the Metropolitan Asylum District*, which was reported in the *Weekly Reporter*, p. 623. The case raised, in a very instructive manner, one of the familiar questions upon the effect of provisions in the nature of penalties to secure the performance of covenants. The instrument was a lease, containing a covenant against carrying on offensive trades. In addition to the yearly rent a penal rent was made payable in case such trades were carried on; and the lease had a proviso for re-entry for non-payment of either of the rents, or breach of covenant. The courts of first instance and appeal held that the reservation of the penal rent did not conflict with, or prevent the enforcement of, the power of re-entry on breach of the same covenant. It may be remembered that we commented

in a recent issue (p. 489) upon some practical bearings of the decision. The case is, however, an interesting one from other points of view than that of the landlord. A very similar question to that which it deals with has been several times considered with regard to the jurisdiction of equity by injunction in cases where a penalty has been fixed by the parties for default in some obligation under the contract. Lord St. LEONARDS dealt with this subject very elaborately in *French v. Macale* (2 Dru. & War. 269), holding that the court must grant an injunction unless the agreement is framed in such a manner as to show that the party is to be at liberty to do the act if he chooses to pay the penalty. These points are distinct from the further question whether a fixed penalty is or not in any particular case recoverable as liquidated damages, if the party chooses to seek his remedy in damages. The well-known rule at law and equity on that head furnishes a striking instance of persistent interference by the courts with the express provisions of contracts; but we are far from suggesting that another course ought to be taken. The reason that leads contracting parties with equal persistency to agree to stipulated penalties is often, no doubt, a simple desire to save the expense of litigation; but these stipulations would have many oppressive consequences if the law enforced the letter of the bargain.

WE FEAR that the case of *Babbage v. Coulburn* (30 W. R. 950) will not be of much value upon the vexed point of construction with which it deals. The point was whether a provision for reference to arbitration as to the amount of damages made the arbitration a condition precedent to a right of action for damage. Not so very long ago (and not for the first time) the principles of construction in these cases were authoritatively laid down by the Court of Appeal in *Dawson v. Fitzgerald* (24 W. R. 773). There the defendant covenanted with his landlord to keep so much ground game only as would do no injury, and, in case he should keep such a number as to do injury, to pay a fair and reasonable compensation, the amount of such compensation to be referred to arbitration. The action was allowed to proceed. "There does not appear to me," said the Master of the Rolls, "to be any violent necessity for reading the words . . . otherwise than according to their proper legal construction, by which there are two covenants and not one." Now the terms of the instrument in *Babbage v. Coulburn* were that the tenant agreed to deliver up possession of house and furniture in as good order and condition as on taking possession, and in the event of any loss, damage, or breakage, the same to be made good or paid for by the tenant, the amount of such payment, if in dispute, to be referred and settled by two valuers. This was held by the county court judge and by FIELD, J., and HUDDLESTON, B., not to be governed by *Dawson v. Fitzgerald*. Questions of pure construction present endless difficulties; and to criticise the views taken by judges on such matters is somewhat invidious. But, in our opinion, when the two learned judges decided the last case on the professed ground that it was to be distinguished from *Dawson v. Fitzgerald* because no independent covenant was to be found, but only a covenant to pay the particular sum ascertained, it is open to very great question whether they allowed to *Dawson v. Fitzgerald* that authority to which, in a case of such very similar language, it was entitled on the mere point of construction.

According to *Kemp's Mercantile Gazette* the number of failures in England and Wales gazetted during the week ending Saturday, September 2, was 169. The number in the corresponding week of last year was 190, showing a decrease of 21, being a net decrease in 1882, to date, of 679. The number in the corresponding week of 1880 was 227; the numbers in the same week for Scotland and Ireland in the three years of 1882, 1881, and 1880, respectively, being as follows:—Scotland, 12, 8, 17; Ireland, 4, —, 14; and the totals for United Kingdom, 185, 198, 258. The number of bills of sale published in England and Wales for the week ending September 2 was 829. The number in the corresponding week of last year was 921, showing a decrease of 92, being a net decrease in 1882, to date, of 1,216. The number published in Ireland for the same week was 27. The number in the corresponding week of last year was 4, showing an increase of 23, being a net decrease in 1882, to date of 237.

## THE REMUNERATION ORDER.

### II.

WE pointed out in our last article that, although a commission is provided for vendor's solicitor "for conducting a sale of property by public auction, including the conditions of sale," yet it is provided, by rule 11 in schedule I., that "the scale for conducting a sale by auction shall apply only in cases where no commission is paid by the client to an auctioneer." As an auctioneer is always employed by the vendor, and as such auctioneer retains his commission out of the deposit, or is paid it by the vendor, it is difficult to understand in what cases, in the event of the property being sold, this commission for conducting a sale by public auction will be payable to the vendor's solicitor. Of course, if the explanation is that suggested in our previous article, and adopted by a correspondent last week—viz., that solicitors should take out an auctioneer's license—the difficulty is solved; but we can hardly think that a change of so great importance can be intended to be brought about by a side-wind of this kind, and there are considerable practical difficulties in the way of the adoption of this course. We have waited in vain for some other explanation of this difficulty in answer to our request for enlightenment, and we can only conjecture that in cases in which the client pays commission to the auctioneer it is intended that the solicitor shall be paid for conducting the sale according to the present system, as altered by schedule II. But does the Order carry out this presumed intention? According to rule 2 (a), "in respect of sales . . . completed, the remuneration of the solicitor having the conduct of the business . . . is to be that prescribed in Part I. of Schedule I. to this Order, and to be subject to the regulations therein contained." Does this (when taken in connection with the introductory words of the same rule, "the remuneration of a solicitor in respect of business connected with sales . . . is to be regulated as follows,") mean that the vendor's solicitor is not to have any remuneration in respect of completed sales except that provided by the scale in Part I. of Schedule I., and by the rules appended thereto—that is to say, that in the case of completed sales, the commission for deducing title and completing conveyance is to cover all the work connected with the sale? If so, it would seem that wherever the auctioneer at a public auction is paid a commission by the client, and the sale is completed, no commission or fee can be claimed by a solicitor for conducting, or being present at, the sale. We have not overlooked the provision of rule 2 (c) that, "in respect . . . of all other business, the remuneration for which is not hereinbefore, or in Schedule I. hereto, prescribed, the remuneration is to be regulated according to the present system as altered by Schedule II." The remuneration in respect of sales completed is prescribed by the schedule, and it does not include any remuneration to the vendor's solicitor for conducting, or being present at, a sale in cases where commission is paid by the vendor to the auctioneer—that is to say, under the present practice, in all sales by auction. It is to be hoped that a construction will be adopted by which remuneration according to the present system, as altered by Schedule II., will be allowed in this case.

In case the property is sold at the auction, it is expressly provided that the costs of conditions of sale are to be included in the commission for "deducing title and perusing and completing conveyance." But in case the property is not sold, and a commission is paid by the vendor to the auctioneer, how is the vendor's solicitor to be paid for the troublesome and responsible duty of preparing the conditions of sale? The commission on the reserved price provided by the scale in Schedule I., Part I., in case the property is not sold, of 10s. for the first £1,000, 5s. for the second and third £1,000, 2s. 6d. for the fourth and each subsequent £1,000 up to £10,000, and 1s. 3d. for each subsequent £1,000 up to £100,000, is excluded by rule 11 in schedule I., since in the case we have supposed commission is paid by the client to the auctioneer. The commission for deducing title and perusing and completing conveyance will, of course, be inapplicable. The provision of rule 2 (c), that "in respect of business not hereinbefore provided for, connected with any transaction the remuneration for which, if completed, is hereinbefore, or in Schedule I. hereto, prescribed, but



which is not, in fact, completed, . . . the remuneration is to be regulated according to the present system as altered by Schedule II. hereto," does not apply to the case we have put, because, as we have seen, the commission for conducting a sale by auction is to include the preparation of conditions of sale, and this commission is not applicable in cases where commission is paid by the client to an auctioneer. In this case, since the sale is not completed, and the provision of rule 2 (a) does not therefore apply, the remuneration of the vendor's solicitor for preparing the conditions of sale will apparently be regulated according to the present system as altered by Schedule II. (see the concluding clause of rule 2 (c)).

In cases of a sale by auction where no commission is paid by the client to the auctioneer, a minimum charge of £5 is to be payable to the vendor's solicitor for conducting the sale and preparing the conditions, whether the property is sold or not.

Rule 2 in Schedule I. provides that "the commission on an attempted sale by auction in lots is to be chargeable on the aggregate of the reserved prices." A sale is "attempted" both when the property is sold and when it is not sold, the attempt in the one case being successful and in the other unsuccessful. We presume it is meant by this curious expression that the commission for conducting a sale by auction in case the property is not sold is to be chargeable on the aggregate of the reserved prices. It is also provided that when property offered for sale by auction is bought in and terms of sale are afterwards negotiated and arranged by the solicitor, "he is to be entitled to charge commission according to the above scales on the reserved price where the property is not sold, and also one-half of the commission for negotiating the sale." Is the solicitor to get both these commissions, although upon the abortive sale commission was paid by the client to the auctioneer? Apparently the proviso at the end of the rule that the provisions as to commission on sales are to be subject to rule 2 (which provides that the remuneration of the solicitor is to be subject to the regulations contained in part 1 of schedule I., will make rule 11 of schedule I. applicable; but the question is not free from doubt.

It is also provided by the same rule that, "when property is bought in and afterwards offered by auction by the same solicitor, he is only to be entitled to the scale for the first attempted sale, and for each subsequent sale ineffectually attempted, he is to be entitled to charge according to the present system, as altered by schedule II. hereto. In case of a subsequent effectual sale by auction, the full commission for an effectual sale is to be chargeable in addition, less one-half of the commission previously allowed on the first attempted sale." That is to say, the solicitor is to be entitled to the reduced commission for the first ineffectual sale; to remuneration on the present system, as altered by schedule II. for subsequent ineffectual sales, and to two-thirds of the full commission for the subsequent effectual sale. But it is presumed that in this case also the provisions of rule 11 in schedule I. are applicable, and that in case commission is paid by the client to the auctioneer on each sale, no commission will be payable to the solicitor for conducting any of the sales. In this case what is to be the remuneration of the solicitor?

So much as to the commission for conducting a sale of property by public auction. The commission to the vendor's or purchaser's solicitor for negotiating a sale of property by private contract will only be allowed (see rule 11 in Schedule I.) "where the solicitor of a vendor or purchaser arranges the sale or purchase, and the price and terms and conditions thereof, and no commission is paid by the client to an auctioneer, or estate or other agent." How often does the solicitor arrange the price? Is it not usually the case that the matter is put by vendor and purchaser into the hands of their solicitors after the price has been settled, in order that the other terms may be arranged? But in this case it would seem that no remuneration by commission is payable to the solicitor for the negotiations connected with arranging these other terms. The preparation, perusal, and completion of the purchase agreement are included in the commissions for deducing and investigating title. It is safe to say that numerous questions will arise as to the meaning of the expression in rule 11, "arranges the price." If the purchaser's solicitor can induce the vendor to accept £1 abatement on the price agreed on with the purchaser, will both he and the vendor's solicitor be entitled? (no commission

being paid to an auctioneer, or estate or other agent) to claim a commission of one per cent. up to the first £3,000, and one-half per cent. thence to £10,000, in addition to the commission for deducing and investigating title? Supposing the purchaser's solicitor succeeds in inducing the vendor to undertake some charge or expense which would otherwise fall on the purchaser—he will so far diminish the price—can he be taken to have arranged the price, so as to entitle him to the commission for negotiating the sale? It is probable that the expression "arranging the price" will be taken strictly as including the whole arrangements connected with the price, but the instances we have given will show the nature of the questions which are likely to be raised.

The commission to the mortgagee's solicitor for negotiating a loan is to be payable only in cases "where he arranges and obtains the loan from a person for whom he acts." It will be observed that the Order leaves it doubtful whether by these last words there is meant acts in the matter of the loan, or acts generally. It is presumed that the former must be the meaning. What is the meaning of "arranging" a loan? This term "arrange," which occurs, as we have seen, several times in the Order, appears to have been inserted for the purpose of enabling difficulties to be raised on taxation, so as, if possible, to diminish still further the chances of a solicitor being entitled to the commission for negotiation. The result of our examination of the rules relating to this subject is to strengthen the opinion we expressed previously, that for practical purposes, in considering the adequacy of the remuneration provided by the Order, we may altogether put out of sight the commission for negotiating a sale by private contract; and the commission for negotiating a loan is also subject to qualifications which are likely to render it delusive in many cases.

If, however, in spite of all these qualifications, a solicitor finds himself entitled to charge a commission for negotiating a sale or mortgage, or for conducting a sale by auction, and he is willing to forego such commission, rule 12 in schedule I. provides that he shall be entitled to charge the rates allowed by the first column of the scale in Schedule I. Part I., on all transactions up to £2,000 (instead of £1,000), and to charge, in addition, the rates allowed by the second column on all amounts above £2,000 and not exceeding £5,000 (instead of for the second and third £1,000), and further to charge the rates allowed by the third column on all amounts above £5,000 and not exceeding £50,000 (instead of for the fourth and each subsequent £1,000 up to £10,000). That is to say, if the mortgagee's solicitor has "arranged and obtained" a loan of £3,000, he will be entitled under the scale to charge a commission of £30 for negotiation, and a commission of £35 for investigating title and preparing and completing the mortgage—together £65. He may, if he thinks fit, under rule 12, instead of charging this commission, charge commission for investigating title and preparing and completing the mortgage at the higher scale of one-and-a-half per cent. for the first £2,000—i.e., £30, and one per cent. for the remaining £1,000—i.e., £10—together £40, thus sacrificing £25. It does not seem very probable that in the case of small loans this self-denying ordinance will be adopted. It is probably not intended for such cases.

We come now to the vendor's or mortgagor's solicitor's commission for deducing title and perusing and completing conveyance or mortgage, and the purchaser's and mortgagee's solicitor's commission for investigating title and preparing and completing conveyance or mortgage. The first point to be observed here is that the amount of commission is the same in the case of the vendor's or mortgagor's solicitor, and in the case of the purchaser's or mortgagee's solicitor. In the Law Society's scale of 1873 the remuneration of the vendor's or mortgagor's solicitor was fixed at three-fourths of the purchaser's or mortgagee's solicitor's allowance; and since then, as regards sales, the tendency has certainly been to render conditions of sale more stringent, and the titles abstracted shorter, and so to diminish the labour and responsibility of the vendor's solicitor. It may be suggested that the same causes also operate to diminish the labour and responsibility of the purchaser's solicitor; and as regards the diminished length of title this is, no doubt, true; but stringent conditions do not greatly lessen the labour of the purchaser's solicitor. A title fenced round with conditions has to be examined with exactly the same care as if the contract were an open one. The defects have to be discovered,

and means devised, if possible, for curing them. Moreover, the operation of the Conveyancing Act, 1881, in shortening conveyances, is, as our readers will doubtless have discovered, very limited. A few folios are saved by the omission of express covenants for title, but the longest parts—the recitals and the parcels—remain untouched. It appears to us that if the Law Society's principle was correct ten years ago, it is equally correct now, and it would be interesting to learn on what grounds it has been discarded.

With regard to the question propounded by our correspondent "B. D. H." last week, the limits of this article will not allow us to reach the subject to which it relates, but we may say that at present we think rule 3 in schedule I. will be construed as relating solely to the case of a mortgage, and rule 6 as relating to the case of a conveyance and mortgage completed at the same time and prepared by the same solicitor—in other words, that, in the case put by our correspondent, rule 3 must not be read with rule 6, and the remuneration will be full charges on the purchase-money and half the commission for investigating title and preparing mortgage deed. We shall discuss the matter more fully hereafter.

### EXECUTORY CONTRACTS AND THE RULE AGAINST PERPETUITIES.

THE rule against perpetuities, as it is now understood, was the slow growth of that zeal for freedom of alienation which is almost as marked a feature of English law, or at least of English judges, as the zeal for freedom of personal status. Its modern shape is due to the efforts made by the courts to keep pace with the ingenious devices of conveyancers, at a time when an annual Conveyancing Act was not within the region of practical politics. A similar spirit was shown, both in the reluctance with which legal contingent remainders were suffered to establish their right to exist, and in the restrictions which made their existence precarious. When shifting and springing uses had for many purposes displaced the old-fashioned legal limitations, it seemed to be more in accordance with general principles to devise a new rule restricting the period within which such uses might arise, than to hold that uses were subject to the restrictions affecting legal remainders; and the event has proved that the remedy thereby devised was of more permanent utility.

Since no legal remainder could take effect which was not vested at the moment of the determination of the preceding particular estate, and since a life estate could not be limited to an unborn person followed by an estate tail to the issue of such person, it follows that the strictest "tying up" which the common law allowed was effected by limiting an estate for life to a living person, followed by successive estates tail to his unborn issue. And under the most favourable circumstances that could possibly happen—namely, when, on the death of such a tenant for life, he left behind him a tenant in tail *en ventre sa mere*—this arrangement would have prevented alienation of the lands during the lifetime of the tenant for life, and the whole minority of the tenant in tail *plus* the further time which might elapse between his birth and the death of his parent. It is evident that this supplied the model upon which the rule against perpetuities was framed. The result was to enable the new modes of settlement to effect deliberately, and in all cases, what, by the employment of the old methods, could have been brought to pass only at haphazard and by a lucky concurrence of circumstances.

The main application of the rule was to the creation of executory limitations, arising by springing and shifting uses, and by executory devises without the machinery of uses, all of which, when they take effect, give rise to legal estates; and also to trusts, which were identical with the uses employed in executory limitations, but were not so limited as to be executed into legal estates by the statute. Though this was the main application of the rule, the reasons given for its institution, which largely take the shape of violent tirades against the hatefulness of attempts to fetter alienation, are much wider in their scope. In a recent case, *London and South-Western Railway Company v. Gomm*, of which a full report will be found in the September number of the *Law Reports* and in 30 W. R. 620, the Court of Appeal,

apparently actuated by these sentiments, made a number of remarks which will probably have the effect of settling the law upon the subject to which they relate.

The facts of that case, so far as they are material, were as follows:—In 1865 the South-Western Railway Company sold certain lands in fee simple, which they no longer required for the purposes of their railway, to one Powell; and in the conveyance Powell covenanted that he, his heirs and assigns, owner and owners for the time being of the lands, and all other persons who might be interested therein, would at any time thereafter (whenver the said land might be required for the railway), upon the request and at the cost of the company, execute a re-conveyance on receiving back his purchase-money without interest. In 1879 Powell sold the land to the defendant, who had full notice of the covenant. In March, 1880, the company required the defendant to re-convey according to the terms of the covenant; and upon his refusal they brought the present action for specific performance.

Since there is not the slightest ground for suggesting that such a covenant runs with the land at law, it follows that the defendant, as the assign of the covenantee, could be made liable, if at all, only in equity by means of the doctrine of notice in *Tulk v. Moxhay* (2 Ph. 774) and its allied cases. And since the Court of Appeal at Westminster, with the full approval of the court in the present case, has lately decided (*Haywood v. Brunswick Permanent Building Benefit Society*, 30 W. R. 299, 8 Q. B. D. 403) that the principle of *Tulk v. Moxhay* applies only to negative covenants, it follows that a covenant to re-convey, which is plainly not a negative covenant, could not be enforced against the defendant. Since the covenant for this reason could not be enforced, the question was superfluous whether it was also void as contravening the rule against perpetuities; but the court thought fit to consider this question, and the remarks which were made will probably have the effect of deciding it.

"Whether the rule [against perpetuities] applies or not," said the Master of the Rolls, "depends upon this, as it appears to me—Does, or does not, the covenant give an interest in the land?" Then he threw the argument against the plaintiff upon this part of the case into the form of a dilemma:—Either the covenant is merely personal, in which case it cannot bind the assign of the covenantor; or else it gives to the covenantee what is equivalent to an equitable interest in the land, in which case it is void for contravening the rule against perpetuities. But he plainly intimated his opinion that such a covenant does, in fact, give such an interest.

We do not doubt that this expression of opinion will practically settle the question; and that in future all executory contracts of this sort will be void unless the time within which they may be enforced is expressly restricted within the limits of time allowed by the rule against perpetuities. But the adaptation to covenants of a rule which was originally designed to meet the case of executory limitations is not without difficulty. The Master of the Rolls seems to have effected the adaptation, by holding that an agreement to convey gives in equity an interest, and that the arising of that interest may reasonably be made subject to all restrictions affecting interests which arise upon a limitation. But there remains this distinction between the two cases, that when a limitation is declared void, there is an end of the matter; while in the case of the covenant, it does not follow that, because the covenant is void for this particular purpose, therefore it is void altogether. The question still remains, whether the company can sue the original covenantor for damages; and this question has not been answered.

We may take this opportunity to mention an opinion which has received, or seemed to receive, some degree of countenance from no mean authorities, and which was examined, only to its complete destruction, in the present case—we mean the opinion that no limitation can involve a perpetuity so long as there exists any person capable of releasing it. It is evident that, if this principle be admitted, a limitation to the use of A. and his heirs, but if A. or any of his issue, being entitled under the preceding limitation, shall die without heirs of his or her body, then to the use of B. and his heirs, would be good; since it might at any time be released by B. or his heir for the time being: a proposition which only needs naming to refute itself. The necessity for the concurrence of the person entitled to the benefit of the limita-



tion, use, or other restriction, is, in fact, the thing which makes such a restriction an offence against the rule.

The Master of the Rolls said of the covenant in *Tulk v. Moxhay*, that it was affirmative in its terms, but was held by the court to imply a negative. But a part of that covenant was in reality, and not merely by implication, negative—so far as the covenantor was to keep the garden “uncovered with buildings.” It is remarkable that the judgment seems only to have dealt with this negative part of the covenant: a fact which, as we pointed out on a former occasion (*supra*, p. 309), lends the strongest possible support to the view taken by the Court of Appeal in *Haywood v. Brunswick, &c., Building Society*.

## ASSEMBLY WHEN UNLAWFUL.

THE recent case of *Beatty v. Gillbanks* (L. R. 9 Q. B. D. 308) raised a question of considerable public interest, though we cannot say that the law on the subject admits of much doubt when the matter comes to be considered. The question arose with regard to the proceedings of the Salvation Army. Briefly the facts were these. It appeared that the Salvation Army at Weston-super-Mare were in the habit of forming themselves into processions and parading the streets singing and shouting. A sort of counter-organization had been formed, which called itself the Skeleton Army, and, as might easily be imagined, the proceedings of the two armies caused considerable uproar and disturbance, and were calculated to lead to breaches of the peace. But it appeared that the breaches of the peace and tumult were caused, not by the proceedings of the Salvation Army directly, but by the opposition of the rival organization. The magistrates treated the leaders of the Salvation Army as having taken part in an unlawful and tumultuous assembly, and ordered them to be bound over, with two sureties, to keep the peace for twelve months, and in default to be imprisoned for three months, or until they should comply with the order. Against this decision they appealed. The court reversed the decision of the magistrates. The summary of the grounds of the judgment contained in the head-note to the report in the *Law Reports* is as follows—viz., that the appellants having assembled with others for a lawful purpose, and with no intention of carrying it out unlawfully, but with the knowledge that their assembly would be opposed, and with good reason to suppose that a breach of the peace would be committed by those who opposed it, the appellants could not be rightly convicted of an unlawful assembly. This result seems to be in conformity with the justice of the case and the undoubted principles of the law on the subject of unlawful assemblies. Everyone must feel, as a matter of justice, that proceedings should rather have been taken against the leaders of the Skeleton Army than against those of the Salvation Army. Binding over the leaders of the Salvation Army to keep the peace was rather like binding the lamb over to keep the peace towards the wolf.

In common fairness it seems obvious that the people to be bound over are not those who assemble for a lawful purpose which they know is likely to be opposed, but those who unlawfully oppose them. It is almost equivalent to saying that the criminal is not the person who has a purse which incites another to steal, but the person who steals it. So far as the law on the subject is concerned, it seems quite clear that a tumultuous and unlawful assembly must be accompanied with circumstances of actual violence or tendency thereto on the part of those assembling themselves together, and that an assembly of persons not accompanied with such circumstances as these can never be a riot, however unlawful their intent. It therefore seems clear that the appellants were not guilty of the particular offence with which they were charged, for all the circumstances of violence arose from the opposite party, not from theirs. The magistrates seem to have thought that it was sufficient to constitute an assembly unlawful if those taking part in it knew that their proceedings would give rise to tumult and violence on the part of their opponents. This is obviously untenable. Such a doctrine would render illegal all meetings, however laudable their object, or however essential to the public interest, if only there was reason to expect violence in opposition to them. It would seem, how-

ever, that the question whether the proceedings of the Salvation Army do or do not amount to an unlawful assembly does not exhaust the legal questions that may arise with regard to the legality of their mode of procedure. We cannot help doubting, for instance, whether, if the Salvation Army so conduct their processions as substantially to interfere with the ordinary traffic of the streets, they would not be liable for obstructing the highway. The highways are not intended for religious demonstrations, however praiseworthy; and although, practically speaking, in the case of similar processions and demonstrations the obstruction is not generally sufficient to induce any one to take proceedings, we are not clear that when sufficient inconvenience was occasioned such proceedings would not lie. It would seem, for instance, that the exhibition of anything attracting a crowd may be an unlawful obstruction of a highway. There is, however, without doubt, considerable practical difficulty in the way of proceeding in such cases for obstructing the highway.

## PERSONAL NAMES.

THE question has lately been raised in the pages of a contemporary whether a man can change his Christian name. Strictly speaking, of course, the fact that a particular name was given to anybody at his baptism is, like any other past fact, unalterable. Even in the case of a person christened twice by different names, if we speak with severe accuracy, we must not say that he has changed his baptismal name, but that he has got two baptismal names. Thus, if a member of the Church of England, christened Martin Luther, joins the Church of Rome and is there christened Ignatius Loyola, a pedantic propriety would require us to say that he has got a Protestant Christian name and a Roman Catholic Christian name as well. However, what people mean when they ask the question, “Can a man change his Christian name?” is really this, “Can a man disuse the name given him at baptism, and adopt some other name in its place?” And there is a popular notion, not without warrant from expressions in books of authority, that this is impossible. The cause of the distinction thus drawn between the Christian name and the surname is easy to detect. The Christian name is imposed with a solemn rite of religion, as old as the Christian Church, and, indeed, so far as the imposition of the name is concerned, of an antiquity far greater than that of the Christian Church. The surname, on the other hand, is the product of a habit which has only grown up, though genealogists are apt to forget it, since the Norman Conquest. Thus the Christian name may naturally claim to be in some sort a person's real name in a sense superior to his surname. In early times a custom existed by which a person could adopt a new name at his confirmation. It was the duty of a priest when christening infants to “refuse to pronounce the same, if the parents or godfathers do impose and give them ludicrous, filthy, or ill-sounding names” (Ayliffe, 105). It was, perhaps, to this duty being neglected that was due Archbishop Peccham's Constitution which directs such names to be altered on confirmation (Gibson, 363). But this custom of taking a new name at confirmation was not confined to cases where the baptismal name was an unseemly one; even so innocent a name as Thomas could be abandoned; and the name taken at confirmation was regarded as the true name. “If a man be baptized by the name of Thomas, and after, at his confirmation by the bishop, he is named John, he may purchase by the name of his confirmation. And this was the case of Sir Francis Gawdie, late Chief Justice of the Court of Common Pleas, whose name of baptism was Thomas, and his name of confirmation Francis; and that name of Francis, by the advice of all the judges in anno 36 Hen. 8 he did beare and after used in all his purchases and grants. And this doth agree with our antient books, wherein it is holden that a man may have divers names at divers times, but not divers Christian names” (Co. Litt. 3a). It is needless to remark that the custom of taking a new name at confirmation has long since died out, and the form of the Confirmation Service in the Prayer Book affords no opportunity for the bishop to pronounce a new name. In the present day there can be, we think, no doubt that the designation by which a person has for a length of time called himself, and been known and recognized by others, constitutes his real name, whether given to him at baptism

or not. During the eighteenth century the custom grew of imposing two or more Christian names. The inconvenience of using them all makes people in general drop all except one, and this practice is recognized by the law. Thus, in the case of a devise to William Marshall, there being two persons, one named William Marshall and the other William John Robert Blandford Marshall, parol evidence was held admissible to show which was the devisee intended, though had none been forthcoming the testator would have been presumed to mean the one called William Marshall *simpliciter* (*Bennett v. Marshall*, 2 K. & J. 740). Again, when the name is altogether different from the baptismal name, a legatee can take if he can show he is the person intended. So, in *Delmare v. Robello* (1 Ves. Jun. 415), a gift by a Jew to his daughter Reyne was held good, though before the date of the will she had become a Christian and been baptized by the name of Maria Hieronyma. The same has long been held in the case of a deed. "The name of the persons in grants is set down only to distinguish persons, and to make the person intended certain: and, therefore, howsoever it be best and most safe to describe the person by his true and proper name of baptism, and also by his surname, yet mistakes in this case, unless they be very gross, will not make void the grant. *Nihil facit error nominis cum de corpore constat*. And, therefore, if one that is a bastard hath gotten a name by reputation in the place where he doth live, or another man hath gotten another by common esteem than his own right name, or is usually called by another name than his true name in the place where he lives, in these cases they may grant by this name and the grant is good. And if John at Stile grant by the name of William at Stile, this grant is good. *Et sic de similibus*" (Sheppard's Touchstone, 233). So with a grantee: "If a grant is made to Alfred Fitzjames by the name of Ethelred Fitzjames," the grant is good (*Ibid.* 236). The same principle, that "the name is only to distinguish persons, and to make the person intended certain," operates in the publication of banns of marriage. Thus, where one Abraham Langley had been known for three years as George Smith, it was held that the banns of marriage had been duly published in the name of George Smith, the court remarking that had he used the name of Abraham Langley, by which he was not known, the object of the publication of banns would have been defeated (*R. v. Billingham*, 3 Man. & Sel. 250).

Lord Selborne, in *Charter v. Charter* (L. R. 7 E. & I. App., at p. 345), says with reference to the material importance of name as compared with description: "When a court has to choose between the name, which is only one part of an entire description, and other parts of the description more applicable to a person who does not bear the name, there is certainly no general rule that the name should bear a preponderating weight; nor even that *in re dubia* it should always turn the scale so as to save the devise from being void for uncertainty." An instance in point occurred in *Patching v. Barnett* (51 L. J. Ch. 77).

The general conclusion to which we come is that a person's name is a matter of fact rather than a matter of law; and that while there is a strong presumption that his name is that by which he was christened, followed by that of his father, any other names by which he is, in fact, known and distinguished will be recognized in law. Accordingly, any one who is dissatisfied with the appellation bestowed on him by his godfathers and godmother can, if he likes, disuse it, and adopt some other more to his taste; and if he can persuade the rest of the world so to call him, he may be said, to all intents and purposes, to have changed his Christian name. At the same time any prudent person would take care so to describe himself in any legal or other important document that no question could hereafter be raised about his identity.

The law, so long unequal in favour of the husband, has now swung round towards inequality in favour of the wife. The married woman who is tied to a worthless husb and can take refuge in an hotel, or in lodgings, or with friends, and defy him to touch her property; the married man tied to a worthless wife, if burdened with children, can hardly take the same course, especially if he is in a situation which he is unwilling to leave.—*Echo*.

At the Stock and Share Auction Company's sale on the 7th inst. the following were among the prices obtained:—United Horse Nail, 9s.; Roman Gravels, 8s.; Oregum Gold Mining, 6s.; Indian Kings' on and Sandhurst, 5s. 6d.; Tann's Silver Lead Eight per Cent. Pref., 15s.; Walkham United Mines, 6s.; Rio Grande do Sul, B. Warrants, 25s.

## REVIEWS.

### GREAT SPEECHES BY GREAT LAWYERS.

GREAT SPEECHES BY GREAT LAWYERS. By WILLIAM L. SNYDER, of the New York Bar. New York: Baker, Voorhis, & Co. 1881.

This is the first volume of an intended collection of arguments and speeches by eminent lawyers in America and Great Britain. It was originally meant to divide the work into subjects corresponding with the main divisions of jurisprudence, and to illustrate each by selected speeches. But this plan was found to be impracticable, and the various specimens of oratory have been allowed to succeed one another apparently without any principle of arrangement. On the whole we think the book has gained more than it has lost by this being the case. With the aid of the table of contents and the index the student can peruse the arguments in the order he prefers, while the general reader will probably think that the absence of system is fully compensated by the increased variety. In some instances the arguments on both sides are given; and all cases Mr. Snyder has prefixed a brief but sufficient account of the circumstances. The book contains a wide range of topics, from questions of international and constitutional law to trials for murder and criminal conversation. The field of international law has been cultivated by American jurists with such assiduity and success that we are not surprised to find a considerable portion of the work devoted to this class of subjects. Thus, Mr. Snyder opens with Patrick Henry's argument in favour of the right of Virginia, during the Revolution, to confiscate British debts. The speech is spirited, but perhaps a little too rhetorical for a question of law. A severer style, but one more befitting a jurist, prevails in Mr. O'Connor's cogent argument in the case of the brig *General Armstrong*. This vessel was an American privateer, which was destroyed in 1814 by a British squadron, after a severe contest in the port of Fayal, in the dominions of Portugal, a neutral power. Portugal demanded redress from England, which she failed to obtain. On the other hand, the United States made a demand on Portugal for the loss. The latter claim was submitted to the arbitration of Napoleon III.; and he, in 1852, rendered an award in favour of Portugal, which was accepted by the Government of the United States. Upon this the owners and crew of the privateer presented a claim against the United States for 131,600dols., and their case was argued with learning and with success by Mr. O'Connor, whose speech is here given. In the trial of the officers and crew of the Confederate privateer *Savannah* the arguments on both sides are presented. Mr. Snyder has rightly adopted this course, as we thus get a remarkably full discussion of the right of revolution within the law of nations, and the rights of revolutionists under the laws of war.

A striking contrast to these grave topics is offered by Mr. Serjeant S. Prentiss's defence of Judge Wilkinson. Judge Wilkinson being about to marry visited Louisville, in Kentucky, to make preparations for the event, in company with his brother Dr. Wilkinson, and Mr. Murtaugh, who like himself were residents of Mississippi. Dr. Wilkinson had "ordered a suit of clothes of Mr. Redding, who followed the very respectable occupation of a tailor, occasionally relieved and interspersed by the more agreeable pursuits of a coffee-house keeper." The coat did not fit; an altercation ensued; and Judge Wilkinson struck the tailor with a poker. After this encounter the parties separated, and Judge Wilkinson retired with his friends to a bar-room, where he dismissed the affair from his mind:—"With buoyant feelings and pulse-quickening anticipations, he had come more than a thousand miles, upon a pilgrimage to the shrine of beauty, and not of blood; upon an errand of love, and not of strife. He came to transplant one of Kentucky's fairest flowers to the warm gardens of the sunny South. The marriage feast was spread; the bridal wreath was woven; and many bounding hearts and sparkling eyes chided the lagging hours. The thoughts of the bridegroom dwelt not upon the ignoble controversy, which, for an unguarded moment, had occupied his attention, but upon the bright and glorious future whose rapturous visions were about to become enchanting realities." Unfortunately, while Judge Wilkinson was indulging in these pleasant meditations, the angry tailor suddenly appeared in the bar-room, followed by "a right smart crowd" of his friends. The Mississippians were attacked, knives and pistols were freely used, and two of Redding's companions were killed in the affray. Subsequently Judge Wilkinson and his friends were indicted for murder, and successfully defended by Mr. Prentiss. A great deal of local feeling had been excited by the affair, and not the least remarkable feature in the speech is the adroit flattery of Kentucky with which Mr. Prentiss indulged the jury.

Another argument for the defence in a trial for murder is that of Mr. Seward on behalf of William Freeman, in which the difficult question of insanity is ably discussed. Of a different kind is the speech of Mr. Rufus Choate on behalf of Helen Maria Dalton in the *Dalton divorce case*. Mr. Choate's argument was not only successful with the jury, but convinced the husband of his wife's innocence. Soon after the trial Mrs. Dalton received a bouquet from her husband, and, in a short time, the pair were happily re-united.

Another striking speech for the prisoner is that of Mr. David Paul Brown at the trial of Holmes for manslaughter on the high seas



Holmes was a sailor on board an emigrant ship which was wrecked. He was the last of the crew to leave the ship, and was conspicuous for his courage and humanity during the wreck. But afterwards, the long-boat boat being overcrowded and in imminent danger of sinking, Holmes and others, in order to save it, threw sixteen passengers into the sea. Mr. Brown defended Holmes in a powerful address, remarkable for the skill with which he kept the circumstances vividly before the jury:—"This case, in order to embrace all its horrible relations, ought to be decided in a long-boat, hundreds of leagues from the shore, loaded to the very gunwale with forty-two half-naked victims; with provisions only sufficient to prolong the agonies of famine and of thirst; with all the elements combined against her: leaking from below, filling also from above; surrounded by ice, unmanageable from her condition, and subject to destruction from the least change of the wind and the waves—the most variable and most terrible of all the elements. Decided at such a tribunal, nature—intuition—would at once pronounce a verdict, not only of acquittal, but of commendation."

Besides the American examples, Mr. Snyder gives the opposing speeches of Plunket and North in the case of *R. v. Forbes*; and the arguments and charge to the jury in the case of *Massy v. The Marquis of Headfort*. He also reproduces the speech of Thomas Erskine in the prosecution of Williams for publishing Paine's "Age of Reason." We do not think this a happy selection from Erskine's speeches. It was as counsel for the defence that Erskine displayed his great powers of advocacy. On the other hand, Mr. Snyder has done well in giving the speech of Sir James Mackintosh in defence of Jean Peltier, which is well worth attention. In conclusion, we gladly recommend this book to English readers. Those who are studying forensic speaking will find the time they spend with such examples of brilliant advocacy well repaid; and all who care for eloquence will meet with much in these pages to attract and to interest.

## CORRESPONDENCE.

### SOLICITORS' REMUNERATION ACT, 1881.—GENERAL ORDER.

[To the Editor of the Solicitors' Journal.]

Sir,—As the General Order made in pursuance of the above Act affects so materially the interests of the profession, it is a matter of vital importance to both solicitor and client that it should be free from any ambiguity or liability to misconstruction. I would, consequently, point out that in the case in which a solicitor acts for both vendor and purchaser in an ordinary sale and purchase transaction, he is entitled under the order, if strictly construed, to charge the full commission (according to Part I. of Schedule I.) as vendor's solicitor, and also the full commission (according to Part I. of Schedule I.) as purchaser's solicitor; inasmuch as rule 2 of the rules intitled "Rules applicable to Part II. of Schedule I." does not affect transactions of the description mentioned. It is questionable whether such a result was intended, but the order seems capable of no other construction. Solicitors are constantly acting for both vendor and purchaser in the same transaction, especially in sales by private contract, and it is most desirable that their remuneration in such cases should be definitely fixed.

A. ST. B. HOLLAND.

92, London-wall, E.C., Aug. 23.

### SOLICITORS' CASES: *RE W. E. TATTERSHALL.*

[To the Editor of the Solicitors' Journal.]

Sir,—It must be gratifying to the whole profession that the Incorporated Law Society did not appear as prosecutors in this case, which is evidently one of great hardship.

I know nothing of Mr. Tattershall, except what appears from your report. Judging from it, he seems to have been a respectable, but unfortunate, practitioner, who, under the pressure of "heavy losses from forgery and embezzlement," had used the money lying to his credit with his bankers, which, *primâ facie*, every man has a right to do. He was not wrong in having paid the trust income to his own account, for the Master of the Rolls said he "did not call that an offence." His offence seems to have been, not the having made use of the money, but the having failed to restore it; for it cannot but be inferred from the judgment that, if the money had been repaid before the application was heard, there would have been no punishment at all, or only a nominal one.

Everyone conversant with the details of business (which barristers—and therefore judges—as a rule, are not) knows that a solicitor in large practice cannot keep a separate banking account for every trust he has to do with, nor do his clients ever dream of his doing so—until, indeed, they sustain a loss which ordinary care on their own part might have prevented, and then they invoke the aid of counsel and judges to punish the doing of that which, if things had not gone wrong, would never have been found fault with at all.

The comments of judges on the duties of solicitors are occasionally

somewhat curious. I once heard a judge solemnly lay down that it is the duty of a solicitor to keep an exact daily history of everything he does!! Would that we could be judged by a tribunal of our own profession as the bar is!

A SOLICITOR.

[We print the above as the opinion of a member of the profession whose position entitles his views to consideration, but we must not be supposed to concur unreservedly in all the opinions expressed.—Ed. S. J.]

### "MORTGAGOR OF LAND."

[To the Editor of the Solicitors' Journal.]

Sir,—I should be glad to be allowed a further and final word on the question, "Are leaseholds within section 18 of the Conveyancing Act?" with especial reference to your requirement that an affirmative solution must be such as to commend itself to "men of sense and discretion." The discussion that has taken place in your columns hardly leaves the subject in a very satisfactory state; and if there be anything in the point you have raised, its practical importance may excuse a little elaboration.

Now, it should not be lost sight of that the question at issue is not as to the exact meaning of the words "land of any tenure"; it is not precisely, even, as to the meaning of the term "land" in section 18; but I submit that the problem to be solved is, What is the true interpretation of the expression "mortgagor of land" in that section? I have no objection to admit that the strict, though not the modern and popular, meaning of "land of any tenure" excludes leaseholds for years. I grant that it might have been better to have added some such words as "or any estate or interest therein," as in the case of Lord Cranworth's Act; but I maintain that, taking a large and comprehensive view of the Act as a whole, and assuming, as we are entitled and bound to do, that the Act as a whole shall be consistent with itself, we can only collect a uniform and consistent meaning by construing the word "land" in section 18 as including leaseholds.

Take, then, the 5th salient division, headed "Statutory Mortgage," which immediately follows the similar division headed "Mortgages," under which section 18 is found. Division "V. Statutory Mortgage" speaks of "a mortgage of freehold or leasehold land." Now let us go to section 7, which sets out the covenants for title to be implied in "a conveyance by way of mortgage of leasehold property." The phrase "the land conveyed" is there used. Your contention would make the expression "mortgagor of land" in section 18 applicable to the statutory mortgage of freehold land only, and would deny that it is applicable at all to the mortgage of leasehold land mentioned in section 7; and the ground of your contention is that "land, unless a contrary intention appears," means "land of any tenure," and that the words "of any tenure" are words of restriction and not of amplification.

Therefore, when the context classifies lands as if they were of different tenures, or when it shows that leasehold land is intended, this amounts to a declaration that leasehold land is not of any tenure! I doubt very much whether such a principle of interpretation will commend itself to "men of sense and discretion." The interpretation clause must itself to some extent be interpreted by the manner in which the interpreted term is used throughout the Act as a whole; and when we find that many parts of the Act would be devoid of rational meaning unless we conclude that "land of any tenure" was intended to embrace the derivative tenure leasehold, I think we are justified in drawing that conclusion. When the Act speaks of mortgages of all sorts of land, why should you stop short at section 18 and apply your feudal microscope?

I must respectfully dissent to your explanation that Mr. Joshua Williams, at the commencement of a chapter on Tenure, wrote "tenure" instead of "tenancy," in reference to a lease, by a slip of the pen. If so, it was a slip of the pen that has had fourteen editions, and the pens of our standard text-writers must have been slipping for generations.

I said that the controversy does not turn on the meaning of the word "land" alone, but I have left myself no space to draw out the meaning of the word "mortgagor," except to say that that term is defined absolutely—without any liability to qualification from a contrary intention—as including a mortgagor of leasehold land.

On the whole, I fancy your readers will be of opinion that there is not much reason for your perplexity as to "how these reluctant sheep" (leaseholds for years) "are to be dragged into the fold" (of section 18). It is not generally the ninety and nine (taking that as a typical period) that give cause for anxiety. If I may quote, in a vein of pleasantry, lines that have higher functions:—

"There were ninety and nine that safely lay  
In the shelter of the fold."

And I have given my reasons for thinking it is so here.

May I take this opportunity of briefly stating, with reference to Mr. Wheeler's letter last week on the case of *Paul v. Paul*, that I have just had a similar instance of the inconvenience resulting from the doctrine that has been affirmed by the Court of Appeal? £1,000 of the settled funds was lent to the husband on third mortgage in breach of trust. The widow has a life interest, with general power of appointment by

will, in default in trust for others. There was no issue of the marriage. The husband by will gave whatever he had to his wife, who sold the mortgaged estate for a price which discharged £300 only of the £1,000. It would be very desirable that the trustees should be released and indemnified, but it cannot be done.

H.

September 5.

[We think that the remarks of our correspondent (who, if he will allow us to say so, has changed his ground) are well worthy of attention, and that it is, at all events, more probable that the sheep will be dragged into the fold by some such method as that which he now indicates, than by his former proposal to give an impossible meaning to the phrase, "land of any tenure." With regard to Mr. Joshua Williams' use of the word "tenure," we can only say, with a modest confidence in the strength of our position upon this point, that if the learned writer did not make a slip of the pen he made a mistake. This is really one of those things which are not matters of opinion, as our correspondent seems himself to be aware.—ED. S. J.]

#### SALE OF SOLICITOR'S PRACTICE.

[To the Editor of the Solicitors' Journal.]

Sir,—In the SOLICITORS' JOURNAL of the 29th of July last, a solicitor's practice is offered for sale at two and three quarter years' purchase. Can you or some of your readers inform me the usual price for the share of a deceased or retiring solicitor? I have found that one year's purchase is generally paid in commercial firms, and was surprised to find two and three quarter years' purchase asked for the practice of a solicitor.

September 4.

FALL MALL.

#### OBITUARY.

##### MR. THOMAS FALCONER.

Mr. Thomas Falconer, many years a judge of county courts, died at Bath on the 28th ult. at the age of seventy-seven. Mr. Falconer was the son of the Rev. Thomas Falconer, of Bath, and was born in 1805. He was called to the bar at Lincoln's-inn in Hilary Term, 1830, and he practised for several years in the Court of Chancery. Soon after the passing of the Reform Act he was appointed by Lord Denman to be revising barrister for the metropolitan boroughs, and he acted for several years in that capacity. In 1851 he acted as an arbitrator upon the Commission to determine the boundaries of the provinces of Canada and New Brunswick, and in the following year he became Colonial Secretary for Western Australia. Shortly afterwards he received from Lord Truro the appointment of county court judge for Circuit No. 30, comprising Swansen, Merthyr Tydvil, and other important towns in South Wales. Mr. Falconer was an industrious and successful judge, and was very highly esteemed by the legal profession and the mercantile community in his district. He will long be remembered for his successful opposition to the truck system. He discharged his onerous judicial duties for nearly thirty years, but in the autumn of last year he was attacked with severe illness while sitting in court at Pontypriid, and he soon afterwards retired on a pension. He had since resided at Bath, and his health had greatly improved, but a few weeks ago he sustained a fall when at a flower show, and from the effects of which he never recovered. Mr. Falconer was unmarried. He was a magistrate for Monmouthshire, Glamorganshire, and Breconshire. His politics were Liberal. He was one of the few surviving members of the Society for the Diffusion of Useful Knowledge, and he had made some liberal gifts to the public libraries at Cardiff and Merthyr Tydvil.

##### THE RIGHT HON. MONTAGUE BERNARD, D.C.L.

The Right Hon. Montague Bernard, D.C.L., who died at Overrose, Ross, Herefordshire, on the 2nd inst., at the age of sixty-two, was the son of Mr. Charles Bernard, of Edon, Jamaica, and was born in 1820. He was educated at Sherborne School, and he was successively scholar and fellow of Trinity College, Oxford, where he graduated first class in classics and second class in mathematics. He obtained the Vinerian Law Fellowship, and he ultimately proceeded to the degree of D.C.L. He became a pupil in the chambers of the present Lord Chancellor, and he was called to the bar at Lincoln's-inn in Easter Term, 1846. He practised for several years as an equity draftsman and conveyancer, and in 1859 he returned to Oxford on his election as the first Chichele Professor of International Law and Diplomacy, to which a fellowship at All Souls' College was attached. About the same time he was appointed assessor of the Vice-Chancellor's Court, in which capacity he rendered most valuable services by establishing an improved system of procedure. He also adjudicated in the proceedings which were unsuccessfully taken in that court against Professor Jowett. He held both appointments till 1874, and he acted on several occasions as public examiner in the School of Law and Modern History and for degrees in civil law. He proceeded to Washington as a member of the Commission to carry out the negotiations which resulted in the Alabama Treaty. Shortly after his return to England he was sworn in as a member of the Privy Council, and was also appointed a member of the Judicial Committee, in which

capacity he took part in the hearing of several ecclesiastical appeals, including the case of *Sheppard v. Bennett*. In 1872 he was engaged at Geneva as an assistant to the present Lord Selborne, who represented this country in the Alabama arbitration. Dr. Bernard also served on several other commissions, including the Naturalization Commission, the Fugitive Slaves Commission, and the Oxford University Commission of 1877. On that occasion he rendered valuable services in the framing of the new college statutes, many of them having been drafted by him personally. He was one of the original promoters of the *Guardian*, and he was for several years editor of that newspaper. He was author of several works on international law, the best known among which were "Four Lectures on Subjects Connected with Diplomacy," and "The Neutrality of England during the American Civil War."

##### MR. CHARLES GARDNER THOMSON.

Mr. Charles Gardner Thomson, solicitor (of the firm of Thomson & Wilson), of Kendal, one of the coroners for the county of Westmoreland, died suddenly on the 28th ult. at the early age of forty-six. Mr. Thomson was born in 1836. He was admitted a solicitor in 1857, and he had practised for about twenty-five years at Kendal, where he had a large and important private practice. For several years Mr. John Bolton Wilson had been associated in partnership with him. He was elected coroner for the Kendal and Lonsdale Wards of Westmoreland in 1861, and he held that office till his death, and he was also clerk to the Kendal Board of Guardians, Assessment Committee, Rural Sanitary Authority, and School Attendance Committee, and superintendent registrar for the district. His premature death has caused general sorrow at Kendal. Mr. Thomson leaves a widow and eleven children. He was buried on the 31st ult.

#### NEW ORDERS, &c.

##### NEW RULES UNDER TRADE-MARKS REGISTRATION ACTS, 1875—77.

Rule 5 of the Rules made in August, 1876, shall be altered so as to read thus—

"5. A person, whether a British subject or an alien, desiring to register a trade-mark, shall apply to the registrar by sending to him a statement prepared in accordance with Rules 6, 7, and 8, and the prescribed fee, with the addition in the case of a trade-mark which has been used before the 13th of August, 1875, but not otherwise, of a declaration prepared in accordance with Rules 9, 10, 11, 64, 65, 66, and 67."

Rule 11 of the Rules made in August, 1876, shall be altered so as to read thus—

"11. Where an application for the registry of a trade-mark is made by or on behalf of any firm or partnership, the statement and declaration shall be made by one member only of such firm or partnership, or by any person duly authorized by such firm or partnership; and the registrar may require such proof as he thinks fit that the application made is duly authorized by such firm or partnership."

SELBORNE, C.

June 24, 1882.

Rules 23, 24, 25, 26, and 27, made in August, 1876, shall be abolished, and the following rules substituted therefor:—

23, 24. *Registration of assignments or transmissions.* The person to whom any registered trade-mark has been assigned or has been transmitted by death, marriage, bankruptcy, or otherwise by operation of law may apply to be registered as proprietor thereof by sending to the registrar a statement and declaration in the prescribed form, and accompanied by the prescribed fee.

25. *Assignee or transmittor may assign his interest although not registered.* Any assignee or transmittor may assign his interest in any mark, notwithstanding that he has not been registered as proprietor thereof.

26, 27. *Declaration by assignee or transmittor.* Every declaration made by an assignee or transmittor shall state his name, address, and calling, and that the mark has been lawfully assigned or transmitted to him with the goodwill of the business concerned in the goods with respect to which the trade-mark is registered or with some part of such goodwill; and the registrar may, if he think fit, require proof of the assignment or transmission.

Whereas it is desirable to alter the amounts of the fees in the second schedule charged respectively upon application for, and registration of, trade-marks, it is hereby ordered that the fee upon application shall be 5s. instead of £1 as at present, and that the fee upon registration shall be £1 15s. instead of £1 as at present, but that where application is made for the registration of more than one trade-mark at the same time and in the same class, the fees for each mark after the first shall be 5s. upon application and 15s. upon registration, as set forth in the accompanying amended schedule of fees.

It is also necessary that an alteration should be made in the second schedule to the Rules, with respect to the fees to be charged on applications for the registration of subsequent proprietors in cases of assignment or transmission of trade-marks. According to the existing definition, the fee or fees can only be charged in cases where the subsequent registration has been actually effected, although the whole work of examination, &c., except the clerical act of entering upon the register, has been performed. In future, therefore, the fee for subsequent registration shall be charged on the application for such registration.

As regards the rule made the 4th of February, 1878, to enable the registered proprietor of a trade-mark to obtain the cancellation of the entry of such trade-mark upon the register, it is found to be desirable to provide also for the



cancellation of any part of an entry. In future, therefore, the registered proprietor of a trade-mark may at any time send to the registrar an application to cancel part of an entry upon the register, leaving the registration still in force for the remaining portion of such entry, such application to be accompanied by the prescribed fee and by a declaration made by the applicant, stating his name, address, and calling, and that he is the person whose name appears upon the register as the proprietor of the said trade-mark; and thereupon the registrar may, if satisfied of the truth of the statement made by the applicant, cancel part of the entry of such trade-mark, as before mentioned.

Moreover, as the Schedule of Fees has been several times amended by additions thereto, the whole has been recast and consolidated in the form which accompanies these rules.

It is furthermore ordered that the revised Schedule of Fees shall come into operation on the second day of October, one thousand eight hundred and eighty-two.

July 29, 1882.

SSELBORNE, C.

We being two of the Commissioners of her Majesty's Treasury do hereby assent to the above Rules so far as they relate to fees.

CHARLES C. COTES.  
HERBERT J. GLADSTONE.

August 12, 1882.

#### AMENDMENT OF SECOND SCHEDULE.

##### Schedule of Fees.

The following fees shall be payable to the registrar on or for the following occasions or purposes:—

	£	s.	d.
1. On application to register one trade-mark for one or more articles included in one class	0	5	0
2. On application to register more than one trade-mark for one or more articles included in one class for each additional trade-mark after the first	0	5	0
3. On application to register a trade-mark in respect of goods in different classes, for every class after the first to which such trade-mark is extended, an additional fee of	0	2	0
4. For registration of one trade-mark	1	15	0
5. Where the same person is registered at the same time for more than one trade-mark, for registration of each additional mark after the first	0	15	0
6. Where the same person is registered at the same time for the same trade-mark in respect of goods in different classes, for the registration of one mark in each class after the first, an additional fee of	0	2	0
7. For entering notice of opposition for each trade-mark, whether in one or more classes	2	0	0
8. On application to register subsequent proprietor in cases of assignment or transmission, the first mark	1	0	0
9. For every additional mark assigned or transmitted at the same time	0	2	0
10. For altering address on the register, for every mark	0	5	0
11. For every entry in the register of a rectification thereof or an alteration therein, not otherwise charged	0	10	0
12. For cancelling the entry or a part of the entry of a trade-mark upon the register, on the application of the owner of such trade-mark	0	5	0
13. For certificate of registration to be used in legal proceedings	1	0	0
14. For certificate of registration to be used for the purpose of obtaining registration in foreign countries	0	5	0
15. For copy of notification of registration	0	2	0
16. For certificate of refusal to register a trade-mark under section 2 of 39 & 40 Vict. c. 33	1	0	0
17. For certificate of refusal, at the same time, for more than one trade-mark, for each additional mark after the first	0	10	0
18. Settling a special case by registrar	2	0	0
19. For continuance of mark at expiration of fourteen years	2	0	0
20. Additional fee where fee is paid within three months after expiration of fourteen years	1	0	0
21. Additional fee for restoration of trade-mark when removed for non-payment of fee	2	0	0
22. For inspecting register, for every quarter of an hour	0	1	0
23. For making a search amongst the classified representations of trade-marks, for every quarter of an hour	0	1	0
24. For office copy of documents, 2d. per folio, but never less than	0	1	0
25. In cases where a trade-mark requires a greater space than two inches of the depth of the page of the <i>Trade-Marks Journal</i> , for each additional inch or part of an inch	0	2	6

July 29, 1882.

SSELBORNE, C.

(Approved)

CHARLES C. COTES,

HERBERT J. GLADSTONE,

Lord Commissioners of her Majesty's Treasury.

August 12, 1882.

#### THIRD SCHEDULE.

##### New Form of Statement on Application for Registration by Assignment or Transmission.

"B."

I, \*  
apply to be registered as subsequent proprietor of the trade-mark No. in Class in succession to in whose name the said trade-mark registered on the day of 18.

This day of 18.

This is the statement marked "B" referred to in the declaration of made before me this day of 18.

\* Here insert name, address, and calling of applicant. If on behalf of a firm or company fill in accordingly.

† Here insert date.

‡ Here insert signature.

##### New Form of Declaration to accompany Statement on Application for Registration by Assignment or Transmission.

I, \* of do hereby solemnly and sincerely declare, to the best of my knowledge and belief, as follows:—

(1.) The statement signed by me and dated the day of 18, and marked with the letter "B," and shown to me at the time of making this declaration is true:

(2.) The trade-mark therein mentioned, together with the goodwill of the business concerned in the goods with respect to which registered:

(3.) I hereby declare that lawfully entitled to be registered as subsequent proprietor of the said trade-mark referred to in such statement, and that lawfully entitled to the goodwill of the business concerned in the goods with respect to which the said trade-mark registered.

† And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at in the county of this day of 1882.

\* Here insert name, address, and calling of applicant.

† Here insert whether assigned or transmitted and how.

‡ This is not required when the declaration is made out of the United Kingdom.

§ Here insert signature.

## LEGAL APPOINTMENTS.

Mr. GEORGE MAW, jun., of Bishop Auckland, has been appointed a Perpetual Commissioner to take Acknowledgments of Married Women.

Mr. FRANCIS FREDERICK PINKET, barrister, who has been appointed Chief Justice of the West Africa Settlements, was called to the bar at Gray's Inn in Michaelmas Term, 1863. He was formerly a member of the Western Circuit, and he was for several years Crown Solicitor, Registrar-General, and Master of the Supreme Court at Sierra Leone. He has for several months acted as Chief Justice of the West Africa Settlements.

Mr. JAMES CHAPMAN, solicitor, of 1, Graham-buildings, Basinghall-street, has been appointed a Commissioner for taking the Acknowledgments of Deeds by Married Women for the Counties of Middlesex and Essex, and the Cities of London and Westminster.

## DISSOLUTIONS OF PARTNERSHIPS.

EDWARD WESTLAND BERNARD and WILLIAM HENRY KING, solicitors, Stourbridge, Worcester (Bernard & King). June 30. The said practice will henceforth be continued and carried on by the said William Henry King alone, who will receive and pay all debts due and owing to and from the said partnership. [Gazette, Sept. 1.]

ROBERT EDWARD JOSHUA MATTHEWS and ROBERT WELLS, solicitors, Southampton-buildings, Chancery-lane (Matthews & Wells). Sept. 1. Robert Edward Joshua Matthews will pay and discharge all debts and liabilities, and receive all moneys payable to the said late firm. [Gazette, Sept. 5.]

## COMPANIES.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED BY CHARTER.

NORTH WINGFIELD COLLIERY COMPANY, LIMITED.—Petition for winding up, presented Aug 30, directed to be heard before Day, J., on Wednesday, Sept 13. Chester and Co, Staple Inn, Holborn, agents for Black, Chesterfield, solicitors for the petitioners.  
SURREY AND HAMPSHIRE CANAL CORPORATION, LIMITED.—Petition for winding up, presented Aug 31, directed to be heard before the Vacation Judge, on Sept 13. Summerhay, Old Broad st, solicitor for the petitioner.  
UNITED SHIPPERS' WHEAT ROSS, LIMITED.—By an order made by Chitty, J., dated Aug 5, it was ordered that the voluntary winding up of the above company be continued. Chapman, Fanciers lane, solicitor for the petitioner. [Gazette, Sept. 1.]

AGRICULTURAL AND GENERAL ENGINEERING COMPANY, LIMITED.—Petition for winding up, presented Sept 5, directed to be heard before Day, J., on Wednesday, Sept 13. Tibbits and Son, Field court, Gray's Inn, solicitors for the petitioners.  
EAST LONDON and SURREY DAIRY COMPANY, LIMITED.—Creditors are required, on or before Nov 2, to send their names and addresses, and the particulars of their debts or claims, to Mr. Woodley Smith, 25, Budge row. Thursday, Nov 16, at 12, is appointed for hearing and adjudicating upon the debts and claims.  
NEWARK COLLIERY, BRICK WORKS, and POTTERY COMPANY, LIMITED.—Petition for winding up, presented Sept 5, directed to be heard before Day, J., on Wednesday, Sept 13. Manning, Westminster chambers, Victoria st, solicitor for the petitioner.

**PHOTOGRAPHIC ARTISTS' CO-OPERATIVE SUPPLY ASSOCIATION, LIMITED.**—Petition for winding up, presented Aug 31, directed to be heard before Day, J., on Wednesday, Sept 13. **BARNARD AND CO**, Lincoln's inn fields, solicitors for the petitioner.

**SURREY AND HAMPSHIRE CANAL CORPORATION, LIMITED.**—Petition for winding up, presented Sept 4, directed to be heard before the Vacation Judge, on Sept 13. **MORRIS, Walbrook**, solicitor for the petitioners.

[Gazette, Sept. 5.]

**UNLIMITED IN CHANCERY.**

**BRIEN VUE FREEHOLD LAND SOCIETY.**—By an order made by North, J., dated Aug 23, it was ordered that the society be wound up. **HICKIN AND GRAHAM**, Serjeants' Inn, Fleet st, agents for Allen, Sheffield, solicitor for the petitioner.

**MILFORD DOCK COMPANY.**—Petition for winding up, presented Sept 1, directed to be heard before the Vacation Judge, on Sept 13, at 11. **CHAPMAN**, London wall, solicitor for the petitioner.

[Gazette, Sept. 1.]

**STANNARIES OF DEVON.**

**LIMITED IN CHANCERY.**

**SOUTH WENAL CANOE, LIMITED.**—By an order made by the Vice-Warden, dated Aug 30, it was ordered that the voluntary winding up of the company be continued. **HODGE AND CO**, Truro, agents for Gregory, Bishopsgate st Within, solicitor for the petitioner.

[Gazette, Sept. 5.]

**FRIENDLY SOCIETIES DISSOLVED.**

**ROYAL UNION MUTUAL BENEFIT SOCIETY**, Royal Union Inn, Cinderford, Gloucester. Aug 28.

[Gazette, Sept. 1.]

**CAMDEN STATION PROVIDENT SOCIETY**, Camden Station. Sept 1.

**FEMALE FRIENDLY SOCIETY**, Duke of York Inn, Abergavenny, Monmouth. Aug 30.

**NEW FRIENDLY SOCIETY**, Red Lion Inn, Liskeard, Cornwall. Sept 1.

**SICK AND BURIAL SOCIETY** in connection with the Bradford Parish Church Sunday Schools, Captain at Schools, Bradford. Aug 30.

[Gazette, Sept. 5.]

## CREDITORS' CLAIMS.

### CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

**BAS, WILLIAM HENRY LE**, Wilton crescent, Knightsbridge. Oct 2. **Rudall, Watling and Birk**, MARTIN JOHANNES VAN, Grigoland West, Cape of Good Hope, Merchant. Sept 30. **Vennings and Co**, Gresham house, Old Broad st.

**BROWN, JOHN**, Chesterfield, Derby, Esq. Oct 31. **Hallewell and Co**, Chesterfield.

**CALDECOTT, MARY**, Birkenhead, Chester. Sept 1. **Thompson**, Birkenhead.

**CARLYON, CLEMENT CARPENTER**, Truro, Cornwall, Solicitor. Sept 29. **Carlyon**, Truro.

**CARVER, JAMES**, Kingston-upon-Hull. Nov 1. **Nicholson**, Kingston-upon-Hull.

**COOPER, WILLIAM**, Upper Barnsbury st, Islington, Gent. Oct 1. **Badham and Williams**, Salter's Hall st, Cannon st.

**EASTON, MARY ANN**, Ivy Cottage, Brixton. Oct 30. **Sheffield**, Cullum st.

**FISKE, RICHARD**, Penrith, Cumberland, Ironmonger. Sept 30. **Scott**, Penrith.

**FISKE, THOMAS**, Hest Bank, near Lancaster, Gent. Sept 25. **Maxsted and Gibson**, Lancaster.

**HAGSDORN, FRIEDRICH WILHELM**, Osnabruck, Germany, Merchant. Oct 26. **Reece and Co**, Birmingham.

**HALL, ANNE**, Norwich. Sept 16. **Miller and Co**, Norwich.

**HALL, JAMES**, Norwich, Gent. Sept 16. **Miller and Co**, Norwich.

**HAMILTON, ARTHUR RICHARD**, Croydon, Surrey, Esq. Oct 19. **Sladen and Mackenzie**, Delahay st.

**HANCOCK, GEORGE**, New inn, Strand, Gent. Sept 20. **Marrable**, New inn, Strand.

**HARDLEY, JOHN**, sen, Middleham, York, Farmer. Oct 1. **Topham and Groves**, Middleham.

**HILL, WILLIAM**, Aigburth rd, near Liverpool, Plumber. Oct 25. **Garnett and Tarbet**, Liverpool.

**JENNINGS, MARTHA**, King st, Hammersmith. Sept 10. **Chester**, Addison rd, Kensington.

**KIRGALL, JOHN ASKEW**, Altrincham, Chester, Brewer. Nov 1. **Cave**, Altrincham.

**KERR, HENRY**, Ascot, Berks, Lieut-Col 7th Royal Fusiliers. Sept 30. **Burr and Co**, Abchurch lane.

**LAUCK, THOMAS**, Otley, York, Butcher. Sept 20. **Siddall**, Otley.

**LEVY, JACOB MORDECAI**, Birmingham, Manufacturer. Oct 26. **Reece and Co**, Birmingham.

**LEYD, JAMES**, Birmingham, Perambulator Manufacturer. Sept 23. **Sargent**, Birmingham.

**MACLEAN, JULIA**, Bristol. Oct 9. **O'Donoghue and Anson**, Bristol.

**MARSDEN, HARRIETT**, Broadstairs, Isle of Thanet, Kent. Oct 14. **Sankey and Co**, Margate.

**PALLET, ROBERT HENRY CHARLES**, Theydon Bois, Essex, Gentleman. Sept 30. **Richards**, Warwick st, Regent st.

**PASMORE, FRANCES**, Stoke Newington, Devon. Oct 1. **Rundle**, Devonport.

**SAYER, ANN**, Margate, Kent. Oct 14. **Sankey and Co**, Margate.

**SCOTT, WILLIAM**, South Wimbledon, Surrey, Batter. Sept 29. **Thompson and Ward**, Bedford-row.

**SHALLCROSS, ESTHER**, Liverpool. Sept 30. **Oliver and Co**, Liverpool.

**SIMMS, THOMAS**, Chipping Norton, Oxford, retired from business. Oct 1. **Kilby and Mace**, Chipping Norton.

**TILT, THOMAS**, Capel, Surrey, Baker. Oct 23. **Ann Turner**, 3, St Thomas st, Winchester.

**TOMLIN, JOSEPH RICHARD**, Leicester, Machinist. Sept 24. **Shires**, Leicester.

**WINDISBANE, HENRY**, Bentworth, Hants, Butcher. Sept 29. **Downie**, Alton.

[Gazette, Aug. 25.]

**SANDERSON, WILLIAM**, Barton-upon-Humber, Lincoln, Retired Joiner. Sept 23. **Mason**, Barton-upon-Humber.

**SIMPSON, MARY ANN**, Burslem, Stafford. Oct 20. **Ellis**, Burslem.

**TENNANT, HENRY GEORGE**, Stone, Stafford, Gent. Oct 20. **Ellis**, Burslem.

**TILT, THOMAS**, Capel, Surrey, Baker. Oct 23. **Ann Turner**, 3, St Thomas st, Winchester.

**WOODIE, DENNIS**, Upper Park pl, Dorset sq, Gent. Sept 23. **Jeff**, Birmingham.

[Gazette, Aug. 29.]

**ANDREWS, WILLIAM**, Carlton Colville, Suffolk, Esq. Oct 14. **Reeve**, Lowestoft.

**BOSTOCK, JOHN**, Newton-by-Middlewich, Chester, Gent. Nov 1. **Cooke and Sons**, Middlewich, Chester.

**BOKALL, JOHN**, Dorking, Surrey, Brewer. Oct 2. **Hart and Co**, Dorking.

**CONIBERE, ELIZABETH**, Promenade, Cheltenham. Oct 16. **Wheeler**, Cheltenham.

**DAVIES, RICHARD**, Bickerton, Chester, Joiner. Nov 1. **Spinks and Gawith**, Liverpool.

**FARROW, GEORGE**, Boston, Lincoln, Ironmonger. Nov 1. **Staniland and Wiglesworth**, Boston.

**GOULDSMITH, GEORGE**, Pont st, Belgrave sq. Sept 30. **Drake and Co**, Rood lane.

**GRIFFITHS, DAVID**, Pontardawe, Glamorgan, Brewery Traveller. Oct 2. **Richards**, Swansea.

**HANDS, SARAH**, Hertford pl, Coventry. Nov 1. **Twist and Sons**, Coventry.

**HARDY, JOHN THOMAS**, Plymouth, Builder. Oct 14. **Derry**, Plymouth.

**HARRIS, EDWARD**, Wolverhampton. Sept 29. **Manby and Son**, Wolverhampton.

**HEWWOOD, MARGARET**, Bootle, Lancaster. Oct 31. **Toulmin and Co**, Liverpool.

**HEAD, HENRY**, Brighton, Market Gardener. Sept 28. **Haselwood**, Brighton.

**HOLLIDGE, GEORGE HOLLIDAY**, Croydon, Surrey, Gent. Oct 31. **Saxton and Son**, Queen Victoria st, City.

**JACKSON, EDWARD**, Brixton rd, Poultry Salesman. Oct 6. **Layton and Co**, Budge row, Cannon st.

**KIDDLE, GEORGE**, Queen Camel, Somerset, Miller. Oct 31. **Bartlett**, Sherborne.

**LOWE, MARK**, Burscough, near Ormskirk, Lancaster, Farmer. Sept 20. **Lynch and Teobny**, Liverpool.

**LYNETT, JOHN**, Scarborough, Doctor of Medicine. Sept 29. **Thornburn**, Carlisle.

**LYNE, MARY**, Lee, Kent. Sept 30. **Banister**, Basinghall st.

**MCMAHON, JOHN**, Brixton rd, Kent. Oct 14. **Woolacott**, Old Broad st.

**MILLER, JOHN ROBERT**, Bournemouth, Hants, Esq. Sept 30. **Sweet and Barrongha**, Bristol.

**MITCHELL, DAVID**, Wandsworth, Esq. Oct 12. **De Jersey and Co**, Gresham st.

**ORWOOD, JANE**, Victoria pl, Hackney rd. Oct 7. **Hunters and Co**, New sq, Lincoln's inn.

**PERKINS, MARY**, Shanklin, Isle of Wight. Sept 30. **Pitts**, Newport.

**REEDS, GEORGE**, Berners st, Oxford st, Gent. Oct 31. **Baylis and Pearce**, Church st, Old St.

**ROWLAND, HENRY EDWARD**, Hatton garden, Merchant Perfumer. Oct 1. **Rowland**, Clement's inn.

**SEARS, GEORGE**, Lordship rd, Stoke Newington. Oct 29. **Carritt and Son**, Fenchurch st.

**SEMPLE, MARY ANN**, Aubert park, Highbury. Sept 30. **Carritt and Son**, Fenchurch st.

**SHEPARD, JOHN GEORGE**, Campsey Ashe, Suffolk, Esq. Oct 13. **Field and Co**, Lincoln's inn fields.

**SHERR, SAMUEL ROBINSON**, New st, Kennington, Gent. Oct 12. **De Jersey and Co**, Gresham st.

**SPALDING, GEORGE**, Great Crosby, Lancaster, Gent. Sept 30. **Snowball and Co**, Liverpool.

**WEARING, THOMAS**, Ulverston, Lancaster, Retired Shoemaker. Sept 22. **Butler**, Broughton-in-Furness.

**WHITE, HENRY**, Chesapeake, Jeweller. Oct 24. **May**, Golden sq, St James's.

**WILKINSON, THOMAS**, New Durham, Grocer. Sept 16. **Mawson**, Durham.

[Gazette, Sept. 1.]

**CRITICAL ALL ROUND.**—It seems that Baron Huddleston has gone back on his promise to let the sculptor, Belt, make busts in the presence of the jury, in his libel suit against *Vanity Fair*. At Carnarvon, in an action for personal injuries against a railway company, the plaintiff's counsel asked him to allow the plaintiff to walk across the court before the jury, with a view to convince them that his lameness was not assumed. The learned judge declined to allow this test, and said "that ever since he had been reported to have said, during the hearing of the case of *Belt v. Laves*, that he should allow the plaintiff to make a bust of him (Baron Huddleston), in court, he had been pestered to allow all kinds of tests to be gone through in court before the jury; and he wished it to be known that the press had entirely misrepresented him in this matter, and that he had never indicated that he should allow such a course to be taken." We did not understand the learned judge to promise to let Belt make a bust of him, but simply to make a bust. We guess the learned Baron is quibbling. The difference between this test of skill and the offer in the railway case is manifest, for the jury could not tell but that the plaintiff then was shamming lameness, while there could be no question if he made a bust. The *London Law Times* remarks:—"We do not trouble to inquire how far his lordship conceded to the impression by what he said or did; he repudiates having had the intention which was ascribed to him. That is enough. And this is satisfactory, because the extreme inconvenience of any such precedent has been brought home to the learned judge by many applications which have since been made for a like purpose and peremptorily refused." (By the way, our contemporary's use of "trouble" is entirely unwarrantable. No "American" would be guilty of such a solecism. "Trouble," in the sense of "trouble ourselves," or "take the trouble," is barbarous.)—*Albany Law Journal*.

Messrs. C. Cooper, Hall, & Co. are prepared to receive subscriptions, through the National Bank of Scotland, for £200,000 Five per Cent. Mortgage Debentures at par of the Ontario Investment Association. The debentures are part of an issue of £400,000 series "A," and are redeemable by a sinking fund of two per cent. per annum, with which the company must purchase debentures in the open market, unless the premium should be so high as to make it more advantageous to the association to invest the money temporarily in the names of the trustees in Government securities of the United Kingdom or of Canada. The association is restrained from issuing any further debentures to rank with series "A" until the available assets of the association, independent of the unpaid share capital, be equal to double the amount of the total debentures issued, including series "A." The association has a share capital of 2,650,000dols., of which 507,788dols. has been paid up, and its reserve is stated at 500,000dols. Its business consists of lending on mortgage of real estate.



## SALE OF ENSUING WEEK.

Sept. 14.—Messrs. C. C. & T. Moon, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Estates (see advertisement, this week, p. 4).

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

DIXON.—Aug. 29, at 12, Cyprus-road, Church-end, Finchley, N., the wife of Harry Dixon, solicitor, of a daughter.  
 DOBBS.—Aug. 27, at 34, Westbourne-park, W., the wife of Archibald E. Dobbs, barrister-at-law, of a son.  
 OMOND.—Aug. 29, at 32, Royal-circus, Edinburgh, the wife of George W. T. Omond, advocate, of a daughter.  
 POPE.—Aug. 24, at South Walk House, Dorchester, Dorsetshire, the wife of Alfred Pope, solicitor, of a son.  
 ROBERTS.—Sept. 2, at 21, Roland-gardens, South Kensington, S.W., the wife of Samuel Roberts, of Lincoln's-inn, barrister-at-law, of a son.  
 STANSFELD.—Sept. 4, at 49, St. James's-square, Notting-hill, the wife of B. R. Stansfeld, barrister-at-law, of a daughter.

## MARRIAGES.

LEES—MARTYN.—Sept. 5, at the Savoy, James Arthur Lees, of Alkington, Lancashire, barrister-at-law, to Lucy Jane Martyn, daughter of the Rev. Charles J. Martyn, B.D., Rector of Long Melford, Suffolk.  
 RUSSELL—WESTMACOTT.—Aug. 26, at Clapham, Charles Alfred Russell, barrister-at-law, to Amy Mary, daughter of J. Sherwood Westmacott, of Clapham.

## LONDON GAZETTES.

## Bankruptcy.

FRIDAY, Sept. 1, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debts to the Registrar.

To Surrender in the Country.

Bunney, Luther, Bedworth, Warwick, Builder. Pet Aug 28. Kirby. Coventry, Sept 13 at 12.  
 Husey, William, Harrow, Builder. Pet Aug 30. Edwards. St Albans, Sept 13 at 3.  
 McKellar, John William, Torquay, Builder. Pet Aug 28. Daw. Exeter, Sept 14 at 11.  
 Rorby, Thomas Maude, the Grange, Wimbledon, Gent. Pet Aug 15. Bell. Kingston, Oct 20 at 4.  
 Tidman, Edward, Manor park, Stoke Newington, Civil Engineer. Pet Aug 29. Pulley. Edmonion, Sept 21 at 12.

TUESDAY, Sept. 5, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Becker, Jacob, Pennyfields, Poplar, Baker. Pet Sept 3. Brougham. Sept 19 at 11.  
 Rose, John Macdonald, Tabbot ct, Gracechurch st, Commission Merchant. Pet Sept 1. Brougham. Sept 23 at 11.30.

To Surrender in the Country.

Ashworth, John, Rochdale, Lancaster, Machinist. Pet Sept 1. Tweddale. Oldham, Sept 18 at 11.  
 Bell, Robert, Jarrow, Durham, Boot Dealer. Pet Aug 31. Daggett. Newcastle, Sept 18 at 11.  
 Munn, James, Kensworth, Hereford, Baker. Pet Aug 29. Cooke. Luton, Sept 23 at 11.  
 Sharrman, Joseph Oliver, Stamford, Lincoln, out of business. Pet Sept 2. Gaches. Peterborough, Sept 20 at 12.  
 White, George, Cottingham, York, Brickmaker. Pet Sept 2. Rolit. Kingston-upon-Hull, Sept 18 at 3.

## Liquidations by Arrangement.

## FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept. 1, 1882.

Ann, Frank William, Holborn Viaduct, Hardware Merchant. Sept 10 at 3 at 88 Gracechurch st. Chaudler, Bishopsgate at Within.  
 Appleton, Henry Morten, New Out, Engineer. Sept 15 at 3 at Law Institution, Chancery lane. Morten and Outler, Newgate at.  
 Asouagh, John, West Tanfield, York, Innkeeper. Sept 14 at 3 at office of Bateson and Hutchinson, Queen st, Ripon.  
 Auguste, John James, Bristol, Hairdresser. Sept 14 at 2 at office of Baker and Langworthy, Bank chambers, Bristol.  
 Baccus, Edward Henry, Dalston lane, Boot Manufacturer. Sept 13 at 3 at Guildhall Tavern, Greenwich st. Mason, Curtain rd, Finsbury.  
 Baddock, John, Exeter, Provision Dealer. Sept 14 at 12.30 at office of Southcott, Post Office st, Exeter. Sparks and Pope.  
 Badham, Alfred, Abingdon, Builder. Sept 16 at 10.5 at 11, Frogmore st, Abingdon.  
 Baldwin, John Smith, Peabody, Gloucester, Innkeeper. Sept 19 at 13 at Seven Stars Inn, Stratford-on-Avon. Lane, Stratford-on-Avon.  
 Bartrop, John, Hornsey rd, Leather Seller. Sept 25 at 3 at office of Greenfield and Abbott, Queen Victoria st.  
 Barratt, Samuel, Wolverhampton, Publican. Sept 27 at 11 at office of Langman, Queen st, Wolverhampton.  
 Baynham, Henry, Kingston, Hereford, Confectioner. Sept 12 at 10 at 29, High st, Kingston. Payler.  
 Besumont, William Edwin, Bolster Moor, Huddersfield, Builder. Sept 11 at 10.30 at office of Ainley, New st, Huddersfield.  
 Bessant, Thomas, Birmingham, Electro Plater. Sept 11 at 3 at office of Thomas, Waterloo st, Birmingham.  
 Bildt, Axel Theodor, Newcastle upon Tyne, Timber Merchant. Sept 21 at 3 at office of Gibson and Co, Exchange bldg, Newcastle upon Tyne.  
 Boulton, Joseph Oakwell, Nottingham, Commercial Traveller. Sept 16 at 4 at office of Barlow, St Peter's Church walk, Nottingham.  
 Brooks, Walter Edwin, Birmingham, Ironmonger. Sept 9 at 10.15 at office of East, Temple st, Birmingham.  
 Burnet, Thomas Henry, West Marsh, Gt Grimsby, Furniture Dealer. Sept 13 at 3 at office of Grange and Winttingham, St Mary's chbrs, West St Mary's gate, Gt Grimsby.  
 Chamberlain, John, Worcester, Tailor. Sept 15 at 11 at office of Williams, Worcester chbrs, Pierpoint at Worcester.

Cole, Thomas, Northampton, Beer Retailer. Sept 15 at 3.30 at office of Becke, Dergate, Northampton.  
 Colban, Walter, Leicester, Wine Merchant. Sept 15 at 2.30 at office of Owston and Dickinson, Friar lane, Leicester.  
 Cooper, Thomas, Castlefield Pottery, Shelton, Hanley. Sept 14 at 2 at Bank chambers, Hanley. Bishop and Thomas.  
 Cornish, Robert, and William Lawton, Wigan, Coach Builders. Sept 15 at 11 at office of Byron, King st, Wigan.  
 Cowlin, Samuel, Bristol, Licensed Victualler. Sept 14 at 2 at office of Ward, Albion chbrs, Bristol.  
 Crews, Nicholas, St Helens, Lancashire, Seedsman. Sept 19 at 1 at office of Hitchen, New Market place, St Helens.  
 Dann, William Thomas, Great Grimsby, Lincoln, Draper. Sept 19 at 11 at office of Stevenson and Mountain, Bethlehemi st, Great Grimsby.  
 Dray, Edwin, Huddersfield, Yarn Spinner. Sept 13 at 3 at office of Schofield, Queen st, Huddersfield. Ramsden and Co.  
 Elliott, Arthur John, Southampton row, Actor. Sept 11 at 11 at office of Smallman, Queen st, Chesapeake.  
 Elliott, John, Derby, Builder. Sept 10 at 3 at office of Briggs, Commercial Bank chambers, Albert st, Derby.  
 Ellis, Joseph, Chester, Butcher. Sept 13 at 2 at offices of Massey, White Friars, Chester.  
 Evans, Daniel, Llansannec, Carmarthen, Tailor. Sept 16 at 11 at office of Howell, Steppay st, Llanelly.  
 Evelyn, Oretta, Hollingbourne, Kent. Sept 19 at 1.30 at office of Kennedy, Chancery lane.  
 Everett, Joseph Patrick, Townhall bldgs, Hackney, Hat Manufacturer. Sept 11 at 2 at office of Norris, Gray's inn.  
 Eyre, Henry, Burbage, near Buxton, Derby, Stationer. Sept 21 at 3.30 at office of Brown and Ainsworth, Hardwicke terrace, Buxton.  
 Gibbs, George, Porteynon, Glamorgan, Farmer. Sept 12 at 2.30 at office of Plant, York pi, Swansea.  
 Gild, Fred, Brighton, Butcher. Sept 19 at 12 at office of Cockburn, Duke st, Brighton.  
 Goldstein, Bernhard, Wandsworth rd, Picture Dealer. Sept 11 at 3 at office of Tideman, Finsbury sq.  
 Gould, John, Leek, Stafford, Silk Maker. Sept 14 at 11.15 at office of Challinor and Co, Derby st, Leek.  
 Granger, Harry George, Birmingham, Licensed Victualler. Sept 15 at 2 at office of Buller and Co, Bennett's hill, Birmingham.  
 Green, Thomas Wallis, Carnarvon, Licensed Victualler. Sept 22 at 1 at office of Allanson, Iron Seint.  
 Grime, James, Radcliffe, Lancaster, Weaver. Sept 15 at 8 at office of Horsfield, Church st, Radcliffe.  
 Grocott, John, Burslem, Stafford, Furniture Dealer. Sept 12 at 3 at office of Mayaw, Waterloo rd, Burslem.  
 Guest, Joseph, jun., Walsall, Stafford, Iron Founder. Sept 20 at 11 at George Hotel, Walsall. Marlow and Co.  
 Heavyside, James, Over Darwen, Lancaster, Joiner. Sept 13 at 11 at office of Hindle, Bolton rd, Over Darwen.  
 Henderson, James Maddock, and George William Moon, Liverpool, Wine and Spirit Merchants. Sept 15 at 2 at office of Banner and Co, Cook st, Liverpool.  
 Hemingway, Isaac, Northowram, nr Halifax, Stone Merchant. Sept 13 at 11 at White Lion Hotel, Halifax. Holroyde and Smith.  
 Henderson, Frederick, Brighton, Tobaccoist. Sept 20 at 3 at office of Goodman, North st, Brighton.  
 Hodgson, Emmanuel, Bradford, Joiner. Sept 13 at 3 at office of Peel and Co, Chapel lane, Bradford.  
 Holberton, Edmund Robert, Eastcheap, Merchant. Sept 15 at 3 at office of Cooper and Co, George st, Mansion House, Holborn and Co, Mining land.  
 Holloway, George O'Connor, Kidderminster Carpet Manufacturer. Sept 13 at 3 at office of Bagster, Commercial bldgs, Kidderminster.  
 Jenkins, Thomas, Cheltenham, Tailor. Sept 12 at 11 at 12, Regent st, Cheltenham. Billings.  
 Jones, Mordecai, Llanelly, Bootmaker. Sept 14 at 11 at office of Rees and Co, Thomas st, Llanelly.  
 Keating, Henry, Crown rd, Fulham, Draper. Sept 20 at 3 at office of Kennedy, Chancery lane.  
 Knight, Henry Francis, Sheerness, Painter. Sept 14 at 12.30 at office of Copland, Edward st, Sheerness.  
 Lacey, Henry, Leicester, Boot Factor. Sept 14 at 3 at office of Shlue, Market st, Leicester.  
 Lee, James, Sheffield, Tinspot Handle Manufacturer. Sept 12 at 10 at office of Unwin, Queen st, Sheffield.  
 Lucas, Thomas James, Sturry, Kent, Builder. Sept 18 at 3 at Foresters' Hall, Canterbury.  
 Macklin, William John, jun, Colchester, Fish Dealer. Sept 15 at 12 at office of Prior Head st, Colchester.  
 Marshall, John, Birmingham, Beer Retailer. Sept 12 at 3 at office of Fallows, Cherry st, Birmingham.  
 Morris, Louis, Upper st, Islington, Watchmaker. Sept 20 at 3 at office of Webb, Trinity st, Brough.  
 Pearson, George, Castleford, nr Wakefield, Grocer. Sept 16 at 2 at North-Eastern Hotel, Castleford. Bell, Liverpool.  
 Pearson, William, Llandudno, Carnarvon, Builder. Sept 19 at 3 at office of Minshalls and Co, Llandudno.  
 Platte, Alfred, Sheffield, Tailor. Sept 13 at 12 at office of Bell, Fytro lane, Sheffield.  
 Shearing, George, High st, Dulwich, Builder. Sept 13 at 2 at 34, Borough High st, Southwark. Arnold.  
 Shelbourne, George, Ipswich, out of business. Sept 19 at 12 at office of Pollard, St Lawrence st, Ipswich.  
 Starkey, Thomas, Idle, York, Innkeeper. Sept 11 at 11 at office of Singleton, Booth st, Bradford.  
 Starr, Edward, Kingston-upon-Hull, Building Surveyor. Sept 14 at 3 at office of Pickering, Parliament st, Kingston-upon-Hull. Walker and Spink, Hull.  
 Taylor, Alfred, Drybrook, Gloucester, Licensed Victualler. Sept 14 at 12 at Lion Hotel, Cinderford. Golding, Cinderford.  
 Thomas, David, Kilsyth, St Isells, Pembroke, Innkeeper. Sept 13 at 11 at office of Lascelles, Narberth.  
 Thornton, Joseph, Emanuel Thornton, and Valentine Thornton, Accrington, Lancaster, Power Loom Cloth Manufacturers. Sept 15 at 3 at Mire Hotel, Cathedral gates, Manchester. Walmesley, Darwen.  
 Thorpe, Joseph, Middleham, York, Stonemason. Sept 13 at 2 at Clay's Railway Hotel, Northallerton. Toale, Leyburn.  
 Tongue, Alfred, Rugby, Warwick, Bootmaker. Sept 13 at 3 at the office of Gledhill, North st, Rugby.  
 Tritton, Robert, Hart st, Wood st, Importer of Fanny Goods. Sept 18 at 12 at Andersons Hotel, Fleet st, Wells. Southampton bldgs, Chancery lane.  
 Tuck, Frederick, Norwich, Draper. Sept 13 at 12 at office of Taylor and Sons, Old Bank bldgs, King st, Norwich.  
 Veitch, Adam, Roberts mews, Hampstead rd, Carpenter. Sept 13 at 12 at office of Daniel, Bedford row.  
 Villanueva, Fernando Lorenzo Pedro, Birmingham, Artist. Sept 13 at 3 at office of Jaques, Temple row, Birmingham.  
 Waite, Arthur, Barrow in Furness, Hatter. Sept 15 at 3 at Trevelyan Hotel, Dalkeith.  
 Walton, James, Stockton on Tees, Coal Merchant. Sept 16 at 11 at office of Dodds and Co, Finkle st, Stockton on Tees.  
 White, William Charles, Salisbury, Wills, Cabinet Maker. Sept 16 at 12 at office of Nodder and Gater, City chbrs, High st, Salisbury.  
 Wiffin, Montague Woolley, Coleman st, Show Card Mounter. Sept 14 at 1 at office of Wills, Charles sq., Hoxton.

Willox, James Balance, Licensed Victualler. Sept 19 at 3 at Mullin's Hotel, Ironmonger lane. Haro, Pinners of, Old Broad st  
Winch, Charles, High st, Kensington, Oil and Italian Warehouseman. Sept 19 at 2 at office of Hindson and Co, Moorgate st  
Woodson, John, Wisbech, Cambridge, Timber Merchant. Sept 14 at 11 at office of Ollard, York row, Wisbech  
Yardley, John, Buxton, Derby, Carpenter. Sept 10 at 11 at office of Brown and Atmworth, Hardwicke ter, Buxton

## TUESDAY, Sept. 5, 1883.

Abraham, William, Wakefield, York, Blacksmith. Sept 16 at 11 at office of Kemp, Barstow sq, Wakefield  
Allport, Robert Leete, Fenchurch bldgs, Commission Merchant. Sept 13 at 3 at office of Willis, St Martins ct, Leicester sq  
Ashton, Charles, Downland, nr Merthyr Tydfil, Draper. Sept 15 at 12 at office of Beddoe, Victoria st, Merthyr Tydfil  
Atkinson, George, Colchester, Coal Proprietor. Sept 15 at 12 at office of Parsons and Balding, Tredegar pl, Newport. Parker, Newham  
Baum, William, Watling st, Commission Agent. Sept 21 at 2 at Guildhall Coffee-house, Gresham st, Rook  
Beer, William, Bristol, Boot Manufacturer. Sept 13 at 12 at office of Essey, Nicholas st, Bristol  
Bell, James Postlethwaite, Barrow in Furness, Grocer. Sept 12 at 13 at Station Hotel, Carnforth  
Bell, William, Oxford st, Wine and Spirit Merchant. Sept 23 at 2 at office of Bouth and Co, Southampton st, Bloomsbury  
Booth, William, Manchester, Joiner. Sept 19 at 3 at office of Knowles, Tib lane, Manchester  
Boulton, Elijah, Newcastle under Lyme, Fishmonger. Sept 15 at 11 at office of Griffith, Ironmarket, Newcastle under Lyme  
Brooks, Robert, Jun, Little Bentley, Essex, Farmer. Sept 19 at 3 at Townhall chambers, Colchester. Jones and Son  
Buxton, John Fordy, Gateshead, Durham, Grocer. Sept 14 at 1 at office of Hoyle and Co, Burdon bldgs, Westgate rd, Newcastle upon Tyne  
Chandler, John, Garstang, Lancaster, Innkeeper. Sept 21 at 2 at Pack Horse Inn, Garstang, Blackhurst, Preston  
Clark, William, New Alresford, Hants, Farmer. Sept 19 at 3.30 at office of Blackmore and Shield, Broad st, New Alresford  
Colne, Joseph William Henry, Chichester, Builder. Sept 23 at 2 at office of Gregory, East st, Chichester  
Cooper, Thomas, Bolton, Lancashire, Innkeeper. Sept 14 at 3 at office of Hatter, Mawdaley st, Bolton  
Crossley, William Thwack, William Hibbert, and Frederick William Dawson, Salford, Bleachers. Sept 19 at 3 at Spread Eagle Hotel, Corporation st, Manchester  
Cole, Manchester  
Cullen, Edward, St Lawrence, Isle of Thanet, Builder. Sept 23 at 11 at Bull and George Hotel, Ramsgate. Edwards, Ramsgate  
Culley, William, Bulwell, Nottingham, Boothouse keeper. Sept 18 at 3 at office of Buckley, Gresham chambers, Benstamarket Hill, Nottingham  
De Martelley, Alphonse Alfred Ambrose, Bloomsbury, Wine Merchant. Sept 23 at 2 at office of Hindson and Co, Moorgate st  
Derrington, Thomas, Droned, Stafford, Grocer. Sept 16 at 11 at office of Clarke and Hawley, Church st, Longton  
Entwistle, Joseph, Congleton, Chester, Silk Dresser. Sept 18 at 3 at office of Haslam, Hanging Ditch, Manchester  
Evelyn, Henry John Bennett, Clothfair, Woollen Draper. Sept 20 at 2 at office of Trewren and Southcott, King st, Cheapside  
Farrar, Joseph Porritt, Leeds, Joiner. Sept 14 at 1 at office of Rooks and Midgley, White Horse st, Leeds  
Favell, Thomas Vickers, Moorlands, Rotherham, Solicitor. Sept 16 at 3 at Law Society, Rook's chambers, Bank st, Sheffield. Badgers and Co, Rotherham  
Findley, George Meeks, Birmingham, Jeweller. Sept 15 at 12 at office of Goodrick and Co, Colmore row, Birmingham  
Fisher, William, Manchester, Licensed Victualler. Sept 19 at 3 at office of Booke and Edgar, Booth st, Manchester  
Foxley, Ben, Croydon, Surrey, Baker. Sept 19 at 3 at offices of Pullen, Basinghall at Garforth, Frederick, Bradford, York, Tobaccoist. Sept 18 at 3 at offices of Berry and Robinson, Charles st, Bradford  
Gilbertson, John Horner, Newcastle-upon-Tyne, Potato Merchant. Sept 13 at 2 at office of Jcol, Newgate st, Newcastle-upon-Tyne  
Griffin, Charles Mailes, Colchester terrace, Stratford, Shop Front Builder. Sept 14 at 2 at offices of Butterfield, Ironmonger lane  
Griggs, Frederick, Brighton, Oyster Merchant. Sept 21 at 3 at offices of Buckwell, New rd, Brighton  
Hales, William, Normacote, near Longton, Stafford, Grocer. Sept 14 at 11 at offices of Clarke and Hawley, Church st, Longton  
Hayward, Archer Samuel, Rose st, Covent Garden, Licensed Victualler. Sept 20 at 3 at offices of Gascoote, York bldgs, Adelphi  
Hollaway, Alfred, Eastwick, York, Grocer. Sept 18 at 11 at offices of Whitley and Whitley, New st, Huddersfield  
Heyburne, James Henry, Newport, Monmouth, Aerated Water Manufacturer. Sept 18 at 3 at offices of Parker, Commercial st, Newport  
Hines, Thomas, Rochdale, Lancaster, Coal Dealer. Sept 18 at 4.30 at office of Standing, Beallie st, Rochdale  
Hildyard, Duncan, Woodbridge, Suffolk, Jeweller. Sept 22 at 12 at 145, Cheapside, Welton  
Hodkinson, Wilson, Blackley, nr Manchester, Commercial Traveller. Sept 19 at 12 at office of Preston and Young, Townhall bldgs, King st, Manchester  
James, John Charles, Highbury New Park, Horse Repository Keeper. Sept 25 at 12 at office of Hudson, Furnival's inn  
Jones, John, Aberystwyll, Carmarthen, Weaver. Sept 16 at 3.30 at office of Morris, Red st, Carmarthen  
Juby, Lemon, Whitfield, Suffolk, Farmer. Sept 19 at 2 at office of Pollard, Lawrence st, Ipswich

Knight, William Richard Irwin, Bath, Boot Dealer. Sept 18 at 12 at office of Milne, Caledonian chbrs, St Stephen's avenue, Bristol. Fussell and Co  
Laking, Charles, Ripon, York, Grocer. Sept 18 at 3 at office of Bateson and Hatchinkson, Queen st, Ripon  
Lam, William, Croydon, Surrey, Carpenter. Sept 18 at 12 at office of Berry and Co, Chancery lane  
Litchfield, Edward, Birmingham, Hotel Proprietor. Sept 20 at 11 at Royal Hotel, Temple row, Birmingham. Blewitt, Birmingham  
McDougal, William, Liverpool, Tug owner. Sept 19 at 2 at office of Gibson and Holland, South John st, Liverpool. Cotton, Liverpool  
Mortimer, Samuel, Southampton, Baker. Sept 18 at 3 at Above Bar st, Southampton. Bell and Taylor, Southampton  
Moss, William Frederick, High st, Bromley by Bow, Provision Dealer. Sept 13 at 3 at office of Hope and Co, Mark lane  
Neville, Alfred, and William Charles Mossman, Shillington, Bedford, Grocers. Sept 20 at 3 at office of Miller and Co, George st, Luton  
Nicholson, George Nimmo, Salford, Lancaster, Hat and Cap Manufacturer. Sept 19 at office of Heath and Sons, Swan st, Manchester  
Oddy, John, and James Oddy, Heckmondwike, York, Joiners. Sept 18 at 3 at office of Sykes, Heckmondwike  
Owen, Catherine, Llandovery, Widow. Sept 18 at 12 at office of Jones, Market st, Llandovery  
Pearce, Carol ine Sarah, Plymouth, Devon, Milliner. Sept 16 at 11 at Inns of Court Hotel, Holborn. Square and Co, Plymouth  
Penny, Tom Angel, Middlesbrough, Ironmonger. Sept 16 at 10 at office of Robson, Linthorpe rd, Middlesbrough  
Phipps, Samuel, George Phipps, and Alfred Phipps, Soundwell, Gloucester, Ironfounders. Sept 20 at 12 at Merchants' Association, Broad st, Bristol. Salmon  
Pimlot, Eli, Manchester, Beerseller. Sept 15 at 3 at office of Heath and Sons, Swan st, Manchester  
Powell, Samuel, Hov e, Sussex, China Dealer. Sept 18 at 2 at office of Ingoldby and Buckley, Finsbury sq. Nye, Brighton  
Rhodes, Frederick Parker, Whiston, York, Solicitor. Sept 16 at 3 at office of Badgers and Co, Moorgate st, Rotherham. Broomhead and Co, Sheffield  
Rouse, Frederick, Redcross st, Car port Warehouseman. Sept 13 at 3 at Guildhall Tavern, Gresham st. Stewart, Fore st  
Schofield, Edwin, and John Everitt, Nottingham, Joiners. Sept 18 at 3 at offices of Sherrell, Albert Edmund Ernest Seymour, Lichfield rd, Bow, House Carpenter. Sept 27 at 12 at office of Tadmam, Gray's inn pl, Gray's inn  
Slater, Seth, Leeds, Cloth Merchant. Sept 18 at 3 at offices of Nelson and Co, South parade, Leeds  
Smith, Frederick William, Bedford pl, Dealer in Works of Art. Sept 19 at 3 at offices of Barnard, Westminster bridge rd  
Smith, John, Uxbridge, Stock and Share Broker. Sept 20 at 12 at offices of Hudson, Furnival's inn  
Sierlin, Arnold, Manchester, Machinery Agent. Sept 20 at 3 at offices of Shippey and Field, Manchester  
Thompson, Frederick, Eastbourne, Fruiterer. Sept 20 at 3 at New Inn Hotel, South st, Eastbourne. Hillman, Lewes  
Towison, Thomas, Huddersfield, Cabinet Maker. Sept 15 at 11 at office of Ainley, New st, Huddersfield  
Ullatt, Edward Matthew, Stamford, Lincoln, Commission Agent. Sept 19 at 3 at office of Stapleton, St Paul's st, Stamford  
Vickers, Richard, Bolton, Spinner. Sept 22 at 12 at Bolton Arms Office Tavern, Bradshawgate, Bolton. Bintliff, Salford  
Ward, George Sturton, Oxford, Clerk in Holy Orders. Sept 18 at 3 at 54, Cornmarket st, Oxford. Bird, Middle movement, Nottingham  
Weeks, James, Sparkbrook, Warwick, Plasterer. Sept 20 at 11 at office of Price and Co, Paradise st, Birmingham  
Weeks, Thomas, Westminster, Bristol, Builder. Sept 15 at 11 at office of Weare, John st, Bristol  
Wright, James, Blowick, nr Southport, Farmer. Sept 18 at 3 at office of Threlfall, London st, Southport

## CONTENTS.

CURRENT TOPICS .....	685	OBITUARY .....	693
THE REMUNERATION ORDER .....	686	NEW ORDERS, &c. ....	693
EXECUTORY CONTRACTS AND THE RULE AGAINST PERPETUITIES .....	688	LEGAL APPOINTMENTS .....	693
ASSEMBLY WHEN UNLAWFUL .....	689	COMPANIES .....	693
PERSONAL NAMES .....	689	CREDITORS' CLAIMS .....	694
REVIEWS .....	690	LONDON GAZETTE, &c., &c. ....	695
CORRESPONDENCE .....	691	PUBLIC GENERAL STATUTES .....	695

NOTICES TO CORRESPONDENTS.—All communications intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name and address of the writer.

The Editor does not hold himself responsible for the return of rejected communications.

\* \* The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the SOLICITORS' JOURNAL, as only a small number of copies remain on hand.

## SCHWEITZER'S COCOATINA.

Arti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.

Being without sugar, spice, or other admixture, it suits all palates, keeps better in all climates, and is four times the strength of cocoas thickened yet weakened with starch, &c., and is REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

COCOA-TINA & L. A. SWITZER is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.

In tin packets at 1s. 6d., 2s., 3s. 6d., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietors.

H. SCHWEITZER & CO 10, Adam-street, London, W.C.

ESTABLISHED 1825.

HEWETSON, THEXTON, & PEART,  
MANUFACTURERS AND HOUSE FURNISHERS.

200, 203, and 204, TOTTENHAM COURT ROAD, W.

Estimates and Designs submitted free for entirely Furnishing Residences, Chambers, Offices, &c.

—PAINTING, DECORATING, & HOUSE REPAIRS.—

Carved Oak Furniture, Reproductions from Ancient Designs, &c. Bedroom Furniture, including Bedstead and Bedding, from £7 10s. per set.

THIRTY LARGE SHOW ROOMS.

HEWETSON, THEXTON, & PEART.

200, 203, and 204, Tottenham Court-road, London, W.

N.B.—Household Furniture Warehouse or Removed on reasonable terms

## EDE AND SON,

ROBE  MAKERS

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

SOLICITORS' AND REGISTRARS' GOWNS.

BARRISTERS' AND QUEEN'S COUNSEL'S DITTO,

CORPORATION ROBES. UNIVERSITY & CLERGY GOWNS.

ESTABLISHED 1650.

94, CHANCERY LANE, LONDON.



